

Tuesday, May 31, 2022 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City of Fargo Board of City Commissioners will convene at 4:00 p.m. and retire into Executive Session for the purpose of attorney consultation to discuss ongoing negotiations regarding the Roers-Newman Block Property - Tax Increment Financing District No. 2019-02. The Executive Session will allow discussion of negotiating strategy and to provide negotiating instructions to the City Attorney or other negotiator with respect to the Developer Agreement at issue. Any negotiation between the City and the Developer has financial implications and to discuss this matter in an open meeting will have a negative fiscal effect on the bargaining and/or potential litigation position of the city. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code § 44-04-19.1 subsections 2 and 9.

Regular Meeting at 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 16, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading, 5/16/22:
 - a. Relating to Classification of Ordinance Violations.
 - b. Relating to the International Building Code.
 - c. Relating to the International Residential Code.
 - d. Relating to the International Existing Building Code.
 - e. Relating to the International Mechanical Code.
 - f. Relating to the International Fuel Gas Code.
 - g. Relating to the International Property Maintenance Code.
 - h. Relating to the International Energy Conservation Code.
 - i. Relating to Fire Protection and Prevention.
 - j. Relating to Civil Service-Rules and Regulations.
 - k. Rezoning Certain Parcels of Land Lying in Maplewood Estates Second Addition.
- 2. Site Authorizations for Games of Chance:
 - a. Sharehouse, Inc. at Woody's.
 - b. Sharehouse, Inc. at RoundUp Saloon.
 - c. Sharehouse, Inc. at Rick's Bar.
 - d. Sharehouse, Inc. at Bismarck Tavern.

- e. Sharehouse, Inc. at Baymont Inn/Alibi Lounge.
 - f. North Dakota Association for the Disabled, Inc. at Cowboy Jack's.
 - g. North Dakota Association for the Disabled, Inc. at O'Kelly's.
 - h. North Dakota Association for the Disabled, Inc. at Bulldog Tap.
 - i. Fraser, Ltd. at Space Aliens.
 - j. Fraser, Ltd. at Golf Addiction.
 - k. VFW Post 762 at VFW Club.
 - l. Metro Sports Foundation at Country Inn and Suites.
 - m. Metro Sports Foundation at Brewtus Clubhouse.
 - n. Metro Sports Foundation at Mexican Village.
 - o. Metro Sports Foundation at Scheels Arena.
 - p. Metro Sports Foundation at Radisson Blu.
 - q. Metro Sports Foundation at Twin Peaks.
3. Applications for Games of Chance:
 - a. UND Alumni Association and Foundation for a raffle on 6/22/22.
 - b. River Keepers for a raffle on 6/13/22.
 4. Amendment No. 3 with Houston Engineering in the amount of \$20,000.00 for Project No. FM-22-C1.
 5. Amendment No. 2 with SRF Consulting Group in the amount of \$36,284.00 for Project No. MS-16-J0.
 6. Bid award for Project No. FM-19-C1.
 7. Right of Way Use Agreement with J-Street Properties, LLC.
 8. Concur with the recommendations from PWPEC and approve the project applications, as listed, as the City's priorities to apply for Federal Highway Administration funds through Metro COG.
 9. Scope of Services with Houston Engineering for the environmental review phase of the pedestrian bridge over the Red River at 40th Avenue South.
 10. Encroachment Agreement (Sidewalk Dining) with Block 9 Hotel, LLC and Aparium Hotel Group, LLC d/b/a Jasper Hotel at 215 Broadway.
 11. Variance Acknowledgement and Liability Waiver with Austin J. and Laura Morris for construction at 3717 Grandwood Drive North.
 12. Bid award for the Municipal Court Reroof Project (AFB22088).
 13. Purchase of Service Agreement with Central Cass Public School District.
 14. Purchase of Service Agreement with Kindred Public School District.
 15. Grant from the Bob Woodruff Foundation for the ND Cares Veteran Program.
 16. Funding for the Public Art projects, as presented.
 17. Extension of unpaid leave for Tracy Zablotney through 9/23/22.
 18. 2022 Mosquito Control Agreement with Cass County Government.

20. Solid Waste Management Agreement for Private Haulers in the City of Fargo with Northland Roll-off, LLC.
21. Bid advertisement for the following Projects:
 - a. No. WA2152.
 - b. No. WA2255-LSWTP Filter Rehabilitation.
22. Contract and bond for Project No. FM-22-C3.
23. Bills.
24. Bid award for Improvement District No. BN-22-F1.
25. Contract and bond for Improvement District No. PN-22-A1.

REGULAR AGENDA:

26. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
27. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Application for the transfer of a Class "AB" Alcoholic Beverage License from License Holdings, LLC d/b/a Pickled Parrot to BBDT LLC Investments d/b/a Bottle Barn Off Broadway to be located at 618 2nd Avenue North.
 - b. Magnum North Addition (4903 19th Avenue North); approval recommended by the Planning Commission on 4/5/22:
 1. Zoning Change from AG, Agricultural to GI, General Industrial.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Magnum North Addition.
 - c. Laverne's Second Addition (4200 32nd Avenue North and 2867 45th Street North); approval recommended by the Planning Commission on 3/1/22:
 1. Zoning Change from AG, Agricultural to LI, Limited Industrial and P/I, Public and Institutional.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Laverne's Second Addition.
 - d. Christianson 32nd Avenue South Second Addition (3102 36th Street South and 3401 32nd Avenue South); approval recommended by the Planning Commission on 4/5/22:
 1. Zoning Change from GC, General Commercial and LI, Limited Industrial with a C-O, Conditional overlay to GC, General Commercial with a C-O, Conditional Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Christianson 32nd Avenue South Second Addition.

- e. Annexation of property located at 6688 45th Street South in the Northwest Quarter of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.
 - 1. 1st reading of annexation Ordinance.
 - f. Covey Ranch Second Addition (6688 45th Street South); approval recommended by the Planning Commission on 4/5/22:
 - 1. Growth Plan Amendment on a portion of the proposed Covey Ranch Second Addition from Medium Density Residential and High Density Residential to Proposed School.
 - 2. Zoning Change from AG, Agricultural to P/I, Public and Institutional with a C-O, Conditional Overlay.
 - 3. 1st reading of rezoning Ordinance.
 - 4. Plat of Covey Ranch Second Addition.
 - g. Westrac Third Addition (3315 and 3361 Westrac Drive); approval recommended by the Planning Commission on 2/1/22:
 - 1. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development and AG, Agricultural to GC, General Commercial with a PUD, Planned Unit Development and LI, Limited Industrial with a C-O, Conditional Overlay.
 - 2. 1st reading of rezoning Ordinance.
 - 3. Plat of Westrac Third Addition.
 - h. Renaissance Zone Project for Great Plains Block 3 Venture, LLC for a new construction project at 225 4th Avenue North and 419 3rd Street North.
 - i. Development Agreement for Tax Increment Financing District No. 2021-01 (419 3rd Street North and 225 4th Avenue North).
 - j. Application filed by Amity Technology, LLC for a property tax exemption for a project located at 401 27th Street North which the applicant will use in the operation of manufacturing and storage of a new product called Crop Chaser for dairy farmers.
 - k. Application filed by Weather Modification, LLC for a property tax exemption for a project to be located at 3802 20th Street North which the applicant will use in the operation of providing aircraft modification services.
28. Presentation of the Landfill Gas Purchase and Sale Agreement with Cargill, Inc.
- a. Recommendation to approve the 10-year Landfill Gas Purchase and Sale Agreement with Cargill, Inc.
29. Wildlife Management Program Update.
30. Proposal from The Chamber of Fargo Moorhead West Fargo to lease land from the City at 2001 44th Street South.
31. Update on Police patrols.
32. 1st reading of an Ordinance Relating to Designated Passenger Loading Areas and Relating to Classification of Ordinance Violations.

Page 5. Discussion regarding the June 14, 2022 Election ballot wording errors.

34. Application for a property tax exemptions for Improvements Made to Buildings for David Huebner, 1005 4th Street North (5 year).

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310 at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____



AN ORDINANCE AMENDING SECTION 1-0305
OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO
CLASSIFICATION OF ORDINANCE VIOLATIONS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
accordance with Chapter 40-05.1 of the North Dakota Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City
shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict
therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

1-0305. Classification of ordinance violations.

* * * *

C. Violations of the following ordinances are noncriminal offenses and shall require
payment of a fee as follows:

* * * *

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7. For a violation of the following ordinances, a fee of \$100.00.

Section 8-1003(K) (parking in areas reserved handicap), section 8-0702 (fail yield right-of-way pedestrian), section 8-0920 (size, weight, and load restrictions of vehicles operated within the city), section 8-0924 (restricted use of streets and highways), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0326 (urinating in public), section 25-1518(A) (selling/consuming alcohol in public), section 25-1518(B) (possessing/consuming alcohol in public building).

* * * *

Section 2. Penalty.

A person who violates ordinance sections 8-0920 or 8-0924 shall be deemed to have committed a non-criminal offense and shall pay a fee of \$100 as provided in Section 1-0305 of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval, and publication.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

16

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21-01
OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL BUILDING CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21-01 of Chapter 21 of the Fargo Municipal Code is hereby re-enacted to read as follows:

ARTICLE 21-01
INTERNATIONAL BUILDING CODE -- ADOPTION -- MODIFICATIONS

Section
21-0101
21-0102

International Building Code adopted.
Modification of International Building Code.

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21-0101. International Building Code adopted.—The erection, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, height, area, and maintenance of buildings or structures in the city of Fargo, North Dakota, shall meet with the provisions of the rules and regulations of the 2021 Edition of the International Building Code of the International Code Council as the same are now established in said code, a copy of which is on file in the office of the building inspector for the city of Fargo, with the exception of the sections hereinafter set forth affecting local conditions in the city of Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said International Building code; and the board of city commissioners of said city of Fargo, by this section hereby approves and adopts such rules and regulations, as so modified, for use and application in the city of Fargo, North Dakota, and within the extra-territorial zoning jurisdiction of the city.

21-0102. Modification of International Building Code.—The International Building Code as adopted in § 21-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Building Code of ~~(NAME OF JURISDICTION)~~ the City of Fargo hereinafter referred to as “this code.”

Section 101.4.3 is hereby amended to read as follows:

101.4.3 Plumbing. The provisions of the ~~International Plumbing Code~~ North Dakota State Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the ~~International Private Sewage Disposal Code~~ North Dakota State Plumbing Code shall apply to private sewage disposal systems.

Section 103.1 is hereby amended to read as follows:

103.1 Creation of enforcement agency. The Inspections Department ~~[INSERT NAME OF DEPARTMENT]~~ is hereby created and the official in charge thereof shall be known as the building official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.2.1 is hereby deleted in its entirety.

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Section 104.8.1 is hereby amended to read as follows:

1 **104.8.1 Legal Defense.** Any suit or criminal complaint instituted against an officer or
2 employee because of an act or omission performed by that officer or employee in the lawful
3 discharge of duties and under the provisions of this code shall be afforded all the protection
4 provided by the city's insurance pool and immunities and defenses provided by other
5 applicable state and federal laws and shall be defended by legal representative of the
6 jurisdiction until the final termination of the proceedings. The building official or any
7 subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in
8 pursuance of the provisions of this code. This code shall not be construed to relieve from
9 or lessen the responsibility of any person owning, operating or controlling any building or
10 structure for any damages to persons or property caused by defects, nor shall the code
11 enforcement agency or the city be held as assuming any such liability by reason of the
12 inspection authorized by this code or any permits or certificates issued under this code.

Section 104.10.1 is hereby deleted in its entirety.

Section 105.2 is hereby amended to read as follows:

11 **105.2 Work exempt from permit.** Exemptions from permit requirements of this code shall
12 not be deemed to grant authorization for any work to be done in any manner in violation
13 of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits
14 shall not be required for the following:

Building:

* * * *

2. Fences not over 7 8.5 feet high.

* * * *

6. Sidewalks and driveways ~~not more than 30 inches (762 mm) above adjacent grade, and~~
~~not over any basement or story below and are not part of an accessible route.~~

* * * *

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11. Swings and other playground equipment accessory to detached one and two family dwellings.

12. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

14. Reroofing.

Section 107.2.6.1 is hereby deleted in its entirety.

Section 107.3.1 is hereby amended to read as follows:

107.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

Section 109.2 is hereby amended to read as follows:

109.2 Schedule of permit fees. Where a permit is required, a fee for each permit and plan review shall be paid as required, in accordance with the schedule as established by the applicable governing authority Board of City Commissioners. The plan review fees specified in this subsection are separate from, and in addition to, permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 107.3.4.1, an additional plan review fee shall be charged in an amount not to exceed 10% of the building permit fee established in Section 109.2.

Section 110.3.3 is hereby deleted in its entirety.

Section 110.3.12.1 is hereby deleted in its entirety.

Section 305.2 is hereby amended to read as follows:

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305.2 Group E, day care facilities. This group includes buildings and structures or portions thereof occupied by more than ~~five~~ twelve children older than 2 ½ years of age who receive educational, supervision or personal care services for fewer than 24 hours per day.

Section 305.2.2 is hereby amended to read as follows:

305.2.2 ~~Five~~ Twelve or fewer children. A facility having ~~five~~ twelve or fewer children receiving such day care shall be classified as part of the primary occupancy.

Section 305.2.3 is hereby amended to read as follows:

305.2.3 ~~Five~~ Twelve or fewer children in a dwelling unit. A facility such as the above within a dwelling unit and having ~~five~~ twelve or fewer children receiving such day care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 308.5 is hereby amended to read in part as follows:

308.5 Institutional Group I-4 Daycare facilities. Institutional Group I-4 occupancy shall include buildings and structures occupied by more than ~~five~~ twelve persons of any age who receive custodial care for fewer than 24 hours per day by persons other than parents or guardians; relatives by blood, marriage or adoption; and in a place other than the home of the person cared for. This group shall include, but not be limited to, the following:

Adult day care

Child day care

Section 308.5.1 is hereby amended to read in part as follows:

308.5.1 Classification as a Group E. Every child day care facility that provides care for more than ~~five~~ twelve but not more than 100 children 2 ½ years or less of age, where the rooms in which the children are cared for are located on a level of exit discharge serving such rooms and each of these child care rooms has an exit door directly to the exterior, shall be classified as Group E.

Section 308.5.3 is hereby amended to read as follows:

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308.5.3 Five Twelve or fewer persons receiving care. A facility having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as part of the primary occupancy.

Section 308.5.4 is hereby amended to read as follows:

Section 308.5.4 Five Twelve or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit having ~~five~~ twelve or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 406.3.2.1 The last sentence of this section is hereby deleted as follows:

~~Doors shall be self-closing and self-latching.~~

Section 802.4 is hereby deleted in its entirety.

Section 905.1 is hereby amended to add an exception to read as follows:

Exception: The installation of fire hose on standpipes may be omitted when approved by the local fire code official. Approved standpipe hose valves and connections shall be provided where required.

Section 907.2.11.1 is hereby amended to read as follows:

907.2.11.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

* * * *

4. In sleeping units where the ceiling height of a room open to the hallway serving the sleeping rooms exceeds that of the hallway by 24 inches or more, smoke alarms shall be installed in the hallway and in the adjacent room.

Section 907.2.11.2 is hereby amended to read as follows:

907.2.11.2 Groups R-2, R-3, R-4 and I-1. Single- or multiple station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of occupant load at all of the following locations:

* * * *

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4. In dwelling units where the ceiling height of a room open to the hallway serving the sleeping room exceeds that of the hallway by 24 inches or more, smoke alarms shall be installed in the hallway and in the adjacent room.

1 **Section 1003.3.1** is hereby amended as follows:

2 * * * *

3 An approved barrier shall be provided where the vertical clearance above a circulation path
4 is less than 80 inches (2032 mm) high above the finished floor. ~~The leading edge~~ A portion
5 of such a barrier shall be located 27 inches (686 mm) maximum above the finished floor.

6 **Section 1009.8.1** is hereby amended to read as follows:

7 **1009.8.1 System requirements.** Two-way communication systems shall provide
8 communication between each required location and the fire command center or a central
9 control point location approved by the fire department. Where the central control point is
10 not a constantly attended location, the two-way communication system shall have timed,
11 automatic telephone dial-out capability that provides two-way communication with an
approved supervising station ~~or 9-1-1~~. The two-way communication system shall include
both audible and visible signals.

12 **Section 1011.1** Exceptions are hereby amended to read as follows.

- 13 1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with
Section 1030.
- 14 2. A stairway complying with section 1011 except where in a B, F, M, S or U that serves an
15 area of 750 sf or less, and is not open to the public, that has a maximum riser height of 8
16 inches and a minimum tread depth of 9 inches, has a minimum width of 36 inches and has
17 at least one handrail that terminates at the top and bottom riser and otherwise complies with
section 1014.

18 **Section 1011.5.2** Exceptions are hereby amended to read as follows:

19 **Section 1011.5.2 Exceptions:**

20 * * * *

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3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units; the maximum riser height shall be ~~7 ¾ inches~~ (197 mm) 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; and the minimum winder tread depth shall be 6 inches (152mm). A nosing projection not less than ¾ inch (19.1mm) but not more than 1 ¼ inches (32mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279mm).

Section 1015.2 is hereby amended to read as follows:

1015.2 Where required. Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings, that are located more than 30 inches(762 mm) ~~measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side above the floor or grade below or if within 36 inches (914 mm) horizontally to the edge of the open side of the vertical measurement to the floor or grade below is greater than 48 inches.~~ Guards shall be adequate in strength and attachment in accordance with section 1607.9.

Section 1104.4 Exceptions are hereby amended to read as follows:

Section 1104.4 Exceptions:

1. An accessible route is not required to stories, mezzanines and occupied roofs that have an ~~aggregate~~ area of not more than 3,000 square feet (278.7 m²), or are in a building 2 stories or less above grade plane and are located above ~~and~~ or below accessible levels. This exception shall not apply to:

* * * *

Section 1202.1 is hereby amended to read as follows:

1202.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1202.5, or mechanical ventilation in accordance with the International Mechanical Code.

~~Where the air infiltration rate in a dwelling unit is less than 5 air changes per hour where tested with a blower door at a pressure 0.2 inch w.e. (50 Pa) in accordance with Section R402.4.1.2 of the International Energy Conservation Code Residential Provisions, the dwelling unit shall be ventilated by mechanical means in accordance with~~

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~~Section 403 of the International Mechanical Code. Ambulatory care facilities and Group I-2 occupancies shall be ventilated by mechanical means in accordance with Section 407 of the International Mechanical Code.~~

1 **Section 1204.4.4** is hereby deleted in its entirety.

2 **Sections 1206** is hereby deleted in its entirety.

3 **Section 1402.6** is hereby deleted in its entirety.

4 **Section 1402.7** is hereby deleted in its entirety.

5 **Section 1601.1** is hereby amended to read as follows:

6 **1601.1 Scope.** The provisions of this chapter shall govern the structural design of
7 buildings, structures and portions thereof regulated by this code.

8 It shall not be the responsibility of the building official to determine engineering
9 requirements of this code. Exclusive of the conventional light-frame wood construction
10 provisions referenced in Section 2308, the method to resist loads as referenced in this
11 chapter is the responsibility of a structural engineer or other qualified design professional.

12 **Section 1610.1** exception is hereby amended to read as follows:

13 **Exception:** Foundation walls extending not more than ~~8 2~~ feet (2438 mm) below
14 grade and laterally supported at the top by flexible diaphragms shall be permitted
15 to be designed for active pressure.

16 **Section 1612** is hereby deleted in its entirety.

17 **Section 1804.4** is hereby deleted in its entirety and the following text enacted:

18 **Section 1804.4 Site Grading.** Surface drainage shall be diverted to a storm sewer
19 conveyance or other approved point of collection. Lots shall be graded to drain
20 surface water away from foundation walls.

21 The procedure used to establish the final ground level adjacent to the foundation
22 shall account for additional settlement of the backfill.

23 **Section 1804.5** is hereby deleted in its entirety.

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Section 1805.1.2.1 is hereby deleted in its entirety.

Section 1809.5 is hereby amended to add a new exception as follows:

1809.5 Frost protection. Except where otherwise protected from frost...

* * * *

4. Free-standing buildings used as Group U occupancies for the storage of private or pleasure-type motor vehicles constructed in accordance with Sections 406.3.1.

Section 2901.1 is hereby amended to read as follows:

Section 2901.1 Scope. The provisions of this chapter and the North Dakota State Plumbing Code ~~International Plumbing Code~~ shall govern the design, construction, erection and installation of plumbing components, appliances, equipment and systems used in buildings and structures covered by this code. Toilet and bathing rooms shall be constructed in accordance with Section 1210. Private sewage disposal systems shall conform to the North Dakota State Plumbing Code ~~International Private Sewage Disposal Code~~. The International Fire Code, the International Property Maintenance Code and the North Dakota State Plumbing Code ~~International Plumbing Code~~ shall govern the use and maintenance of plumbing components, appliances, equipment and systems. The International Existing Building Code and the North Dakota State Plumbing Code ~~International Plumbing Code~~ shall govern the alteration, repair, relocation, replacement and addition of plumbing components, appliances, equipment and systems.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

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ORDINANCE NO. _____

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

10

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.1-01 OF CHAPTER 21.1
OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.1

INTERNATIONAL RESIDENTIAL CODE

Article

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21.1-01 International Residential Code--Adoption—Amendments, §§ 21.1-0101 to 21.1-0102

ARTICLE 21.1-01

Section

21.1-0101 Adoption of International Residential Code by Reference

21.1-0102 Amendment to International Residential Code

21.1-0101. Adoption of International Residential Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Residential Code recommended and compiled by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.1-0102. Amendment to International Residential Code.--The International Residential Code as adopted in Section 21.1-0101 is hereby changed and amended as follows:

Section R101.1 is hereby amended to read as follows:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such and will be referred to herein as "this code."

Section R104.8 is hereby amended to read as follows:

R104.8. Liability. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

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This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section R104.10.1 is hereby deleted in its entirety.

Section R105.2 is hereby amended to read as follows:

R105.2 Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Other than storm shelters, one-story detached accessory structures, provided the floor area does not exceed ~~200 (18.58m²)~~ 120 square feet.

2. Fences not over ~~7 (2134 mm)~~ 8.5 feet high.

* * * *

7. ~~Prefabricated~~ Swimming pools that are less than 24 inches (610 mm) deep.

* * * *

10. Decks not exceeding ~~200 (18.58 m²)~~ 120 square feet in area, that are not more than ~~30 (762 mm)~~ 7 inches above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

Section R105.3.1.1 is hereby deleted in its entirety.

Section R106.1.4 is hereby deleted in its entirety.

Section R106.4 is hereby deleted in its entirety.

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Section R108.3 is hereby amended to read as follows:

R108.3 Building permit valuations. Building permit valuation shall include total value of the work for which a permit is being issued, such as electrical, gas, mechanical, plumbing equipment and other permanent systems, including materials and labor. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

Section R201.3 is hereby amended to read as follows:

R201.3 Terms defined in other codes. Where terms are not defined in this code such terms shall have the meanings ascribed in other code publications of the International Code Council. Wherever the term 'International Plumbing Code' or 'International Private Sewage Disposal Code' is used in the International Residential Code, it shall mean the North Dakota State Plumbing Code. Wherever the term 'ICC Electrical Code' is used in the International Residential Code, it shall mean the National Electrical Code together with the North Dakota State Wiring Standards. Wherever reference is made to flood plain requirements, it shall mean the Fargo Flood Plain Management Ordinance together with the Fargo Flood Proofing Code (Fargo Municipal Code Article 21-06).

Table R301.2 is hereby amended to read as follows:

Table 301.2(1)
Climactic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite					
50	115	No	No	No	Zone A	Severe	4.5'	None	-18°	Yes	1978	4000	41.5°
Manual J Design Criteria													
Elevation		Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor		Indoor Design Temperature		Design Cooling Temperature		Heating Temperature Difference		
869		46	-17°	88°	None		70°		75°		87°		
Cooling Temperature Difference		Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range		Winter Humidity		Summer Humidity				
13°		15 mph	7.5 mph	70	M		30%		50%				

Section R301.2.4 is hereby deleted in its entirety.

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Table R302.1(1) Exterior Walls. The fourth column is hereby amended as follows:

0 feet
~~≥ 5~~ 3 feet
 < 2 feet
 ≥ 2 feet to ~~< 5~~ 3 feet
~~≥ 5~~ 3 feet
 < 3 feet
 3 feet
 5 feet
 < 3 feet
 3 feet

Section R302.5.1 is hereby amended to read as follows:

R302.5.1 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1 $\frac{3}{8}$ inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1 $\frac{3}{8}$ inches (35 mm) thick, or 20-minute fire-rated doors, ~~equipped with a self-closing device or automatic-closing device.~~

Section R307.1 is hereby amended to read as follows:

Section R307.1 Space required. Fixtures shall be spaced in accordance with the requirements of the North Dakota State Plumbing Code and Figure R307.1, and in accordance with the requirements of Section P2705.1 with the exception of the clearance in front of the water closets and bidets which shall be at least 24 inches.

Section R309.3 is hereby deleted in its entirety.

Section R310.2.3 is hereby amended to add the following exception:

Exception: Below grade emergency escape and rescue windows shall have a maximum sill height of 48 inches.

Section R310.4.2 is hereby amended to read as follows:

R310.4.2 Ladder and steps. Area wells with a vertical depth greater than 44 inches (1118 mm) shall be equipped with an approved, permanently affixed ladder or steps: usable with the window in the fully open position or shall be equipped with a permanently-attached

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platform at least 30 inches by 16 inches. The maximum distance between the top of the window well and a platform shall be 42 inches and shall not impede the operation of the window. The ladder or steps shall not be obstructed by the emergency escape and rescue opening where the window or door is in the open position. Ladders or steps required by this section shall not be required to comply with Section R311.7.

Section R310.4.2.1 is hereby amended to add the following exception:

Exception: Terraced window wells with a maximum of 24 inches per vertical rise and minimum of 12 inches per horizontal projection on each level shall also be allowed.

Section R311.3 exceptions are hereby amended to read as follows:

Exceptions:

1. Exterior balconies less than 60 square feet (5.6 m²) and only accessed from a door are permitted to have a landing that is less than 36 inches (914 mm) measured in the direction of travel.
2. A landing is not required on the outside of exterior doors other than the required egress door, where a stairway with a total rise of less than 30 inches (762 mm) is located on the exterior side of the door, provided the door does not swing over the stairway.

Section R311.3.1 exception is hereby amended to read as follows:

Exception: The landing or floor on the exterior side shall not be more than ~~7³/₄ (196 mm)~~ 8 inches below the top of the threshold provided the door does not swing over the landing or floor.

Where exterior landings or floors serving the required egress door are not at grade, they shall be provided with access to grade by means of a ramp in accordance with Section R311.8 or a stairway in accordance with Section R311.7.

Section R311.3.2 is hereby amended to read as follows:

R311.3.2 Floor elevations for other exterior doors. Doors other than the required egress door shall be provided with landings or floors not more than ~~7³/₄ (196 mm)~~ 8 inches below the top of the threshold.

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Exception: A top landing is not required where a stairway ~~of not more than two risers~~ with a total rise of less than 30 inches (762 mm) is located on the exterior side of the door, provided that the door does not swing over the stairway.

Section R311.7.5.1 is hereby amended to read as follows:

R311.7.5.1 Risers. The riser height shall be not more than ~~7¾ (196 mm)~~ 8 inches.
* * * *

Section R311.7.5.2 is hereby amended to add the following exception:

Exception: Where a landing is not provided or required by sections R311.3, R311.3.2, or R311.7.6, the top tread of a stair serving exterior doors other than the required exit door, and in-swinging doors opening into an attached garage, shall be permitted to exceed the smallest tread by more than 3/8 inch (9.5mm). Such a tread shall be at least 18 inches (457mm) measured in the direction of travel.

Section R311.7.5.2.1 is hereby amended to read as follows:

R311.7.5.2.1 Winder treads. Winder treads shall have a tread depth of not less than ~~10 (254 mm)~~ 9 inches measured between the vertical planes of the foremost projection of adjacent treads at the intersections with the walkline. * * * *

Section R311.7.6 exceptions are hereby amended to read as follows:

Exceptions:

1. A floor or landing is not required at the top of an interior flight of stairs, including stairs in an enclosed garage, provided a door does not swing over the stairs.
2. A landing is not required at the top of an exterior flight of stairs with a total rise of less than 30 inches, provided the door does not swing over the stairway.

Section R312.1.1 is hereby amended to read as follows:

Section 312.1.1 Where Required. Guards shall be provided for those portions of open-sided walking surfaces, including floors, stairs, ramps, and landings, that are located more than 30 inches (762mm) measured vertically to the floor or grade below at any point or to the bottom of any window well within 36 inches (914mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

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Section R313.1 is hereby amended to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential sprinkler system shall be installed in townhouses which are located on a private street or private fire department access road that is required to be greater than 150 feet in length as required by Section 503 of the International Fire Code.

Section R313.2 is hereby deleted in its entirety.

Section R322 is hereby deleted in its entirety.

Section R327 is hereby deleted in its entirety.

Section R401.1 is hereby amended to read as follows:

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for buildings. In addition to the provisions of this chapter, the design and construction of foundations in flood hazard areas as established by Table R301.2(1) shall meet the provisions of Section R322, the Fargo Floodproofing Code (Article 21-06), and any other applicable requirements of the city of Fargo. Wood foundations shall be designed and installed in accordance with AWC PWF.

* * * *

Section R401.3 exception is hereby deleted in its entirety.

Section R403.1.4.1 exceptions are hereby amended to read as follows:

Exceptions:

1. Protection of freestanding accessory structures ~~with an area of 600 square feet (56 m²) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
2. Protection of freestanding, accessory structures with an area of 400 square feet (37 m²) or less, of other than light-frame construction, ~~with an eave height of 10 feet (3048 mm) or less~~ shall not be required.
3. Uncovered decks need not be provided with footings that extend below the frost line.

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Section R404.1.3.2 is hereby amended to read as follows:

R404.1.3.2 Reinforcement for foundation walls. Concrete foundation walls shall be laterally supported at the top and bottom. Horizontal reinforcement shall be provided in accordance with Table R404.1.2(1). Vertical reinforcement shall be provided in accordance with Table R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(5), R404.1.2(6), R404.1.2(7), or R404.1.2(8), or Table R404.1.2(10) and Figure R404.1.2(1) or Table R404.1.2(11) and R404.1.2(2). * * * *

Table R404.1.2(10) is hereby adopted to read as follows:

Table R404.1.2(10)
Foundation Wall Reinforcing
Active Pressure = 45pcf

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 24" o.c. #5 @ 40" o.c.
	10	#4 @ 30" o.c. #5 @ 50" o.c.
9	8	#4 @ 18" o.c. #5 @ 28" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c.
10	10	#4 @ 16" o.c. #5 @ 26" o.c.

Notes:

1. Chart is based on an active soil pressure of 45 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength $F_c^1 = 3,000$ pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

Table R404.1.2(11) is hereby adopted to read as follows:

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Table R404.1.2(11) Foundation Wall Reinforcing
Active Pressure = 65 pcf

Minimum Reinforcement for Concrete Foundation Walls		
Wall Height (h) Feet	Wall Thickness (t) inches	Vertical Reinforcing
8	8	#4 @ 18" o.c. #5 @ 26" o.c. #6 @ 40" o.c.
	10	#4 @ 24" o.c. #5 @ 36" o.c. #6 @ 52" o.c.
9	8	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 26" o.c.
	10	#4 @ 16" o.c. #5 @ 24" o.c. #6 @ 36" o.c.
10	10	#4 @ 12" o.c. #5 @ 18" o.c. #6 @ 24" o.c.

Notes:

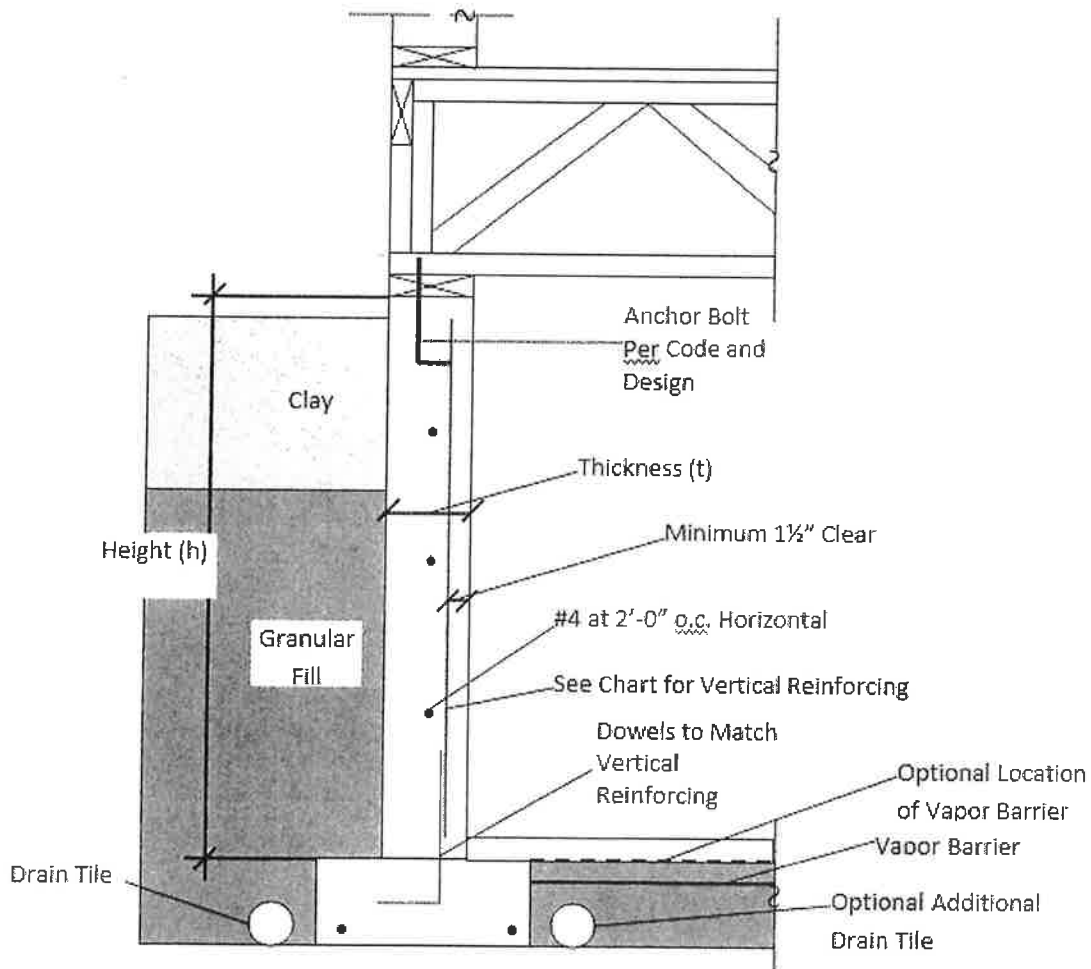
1. Chart is based on an active soil pressure of 65 pounds per cubic foot (pcf).
2. Reinforcing steel shall be ASTM A615 Fy – 60,000 pounds per square inch (psi).
3. The vertical reinforcing bars are to be located on the inside face.
4. Minimum concrete strength $F_c^1 = 3,000$ pounds per square inch (psi).
5. Backfill shall not be placed until first floor framing and sheathing is installed and fastened or adequately braced and the concrete floor slab is in place or the wall is adequately braced.

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Figures R404.1.2(1) and R404.1.2(2) are hereby adopted as shown:

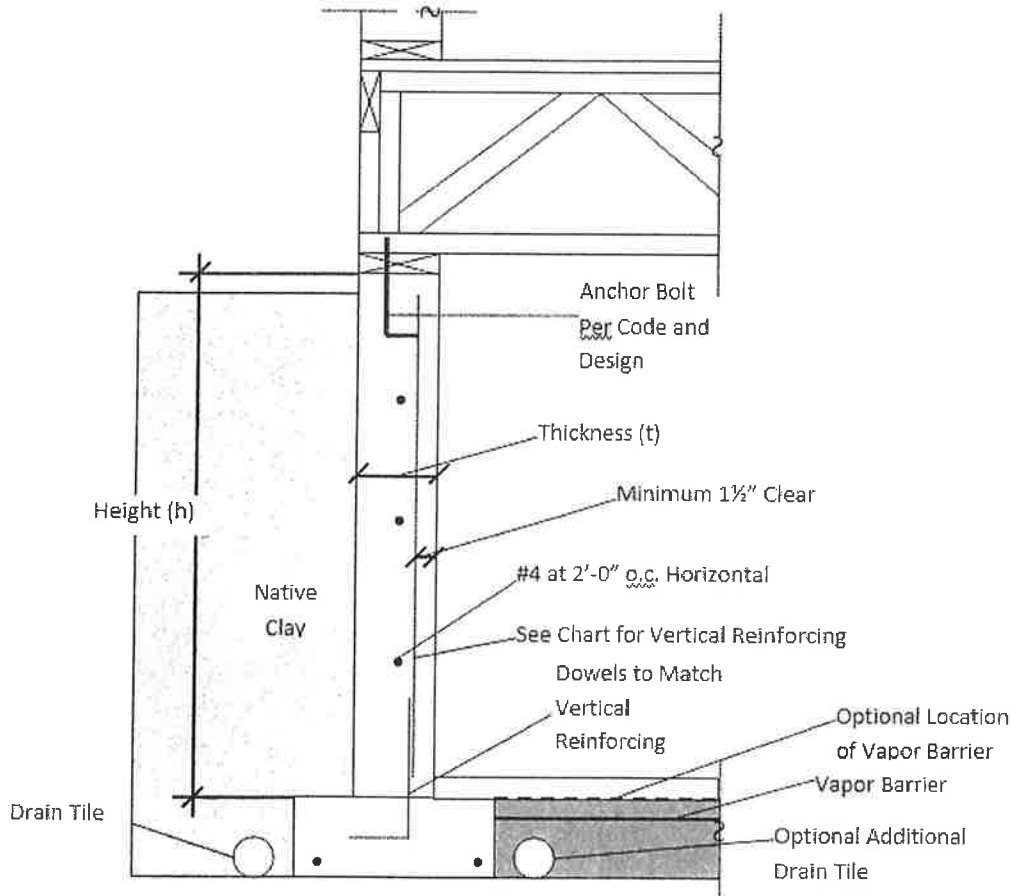
FIGURE R404.1.2(1)



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FIGURE R404.1.2(2)



Section R507.3 is hereby deleted in its entirety.

Table R507.3.1 is hereby deleted in its entirety.

Section R602.7.2 is hereby amended to read as follows:

R602.7.2 Rim board headers. Rim board header size, material and span shall be in accordance with Table R602.7(1). Rim board headers shall be constructed in accordance with Figure R602.7.2 and shall be supported at each end by full-height studs. ~~The number of full height studs at each end shall be not less than the number of studs displaced by half of the header span based on the maximum stud spacing in accordance with Table R607.3(5).~~ Rim board headers supporting concentrated loads shall be designed in accordance with accepted engineering practice.

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Section R602.7.5 is hereby amended to read as follows:

R602.7.5 Support for headers. Headers shall be supported on each end with one or more jack studs or with approved framing anchors in accordance with Table R602.7(1) or R602.7(2). The full-height stud adjacent to each end of the header shall be end nailed to each end of the header in accordance with Table R602.3(1). ~~The minimum number of full-height studs at each end of a header shall be in accordance with Table R602.7.5.~~

Table R602.7.5 is hereby deleted in its entirety.

Table N1102.1.2 (R402.1.2) is hereby amended to read as follows:

Maximum Assembly U-Factors and Fenestration Requirements

Climate Zone	Fenestration U-Factor ^f	****	Ceiling U-Factor	Frame Wall U-Factor	****	Basement Wall U-Factor
6	0.30 <u>0.32</u>	****	0.024 <u>0.026</u>	0.045 <u>0.057</u>	****	0.050 <u>0.059</u>

(balance of table remains unchanged.)

Table N1102.1.3 (R402.1.3) is hereby amended to read as follows:

Insulation Minimum R-Values and Fenestration Requirements by Component^a

Climate Zone	Fenestration U-Factor ^{b,i}	Ceiling R-Value	Wood Frame Wall R-Value ^g	****	Basement ^{c, g} Wall R-Value
6	0.30 <u>0.32</u>	60 <u>49</u>	30 or 20 & 5ci^h or 13 & 10ci^h or 0 & 20ci^h 21 or 13 & 5ci^h	****	15ci or 19 or 13 & 5ci 10ci or 15

(balance of table remains unchanged.)

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Table N1102.4.1.1 (R402.4.1.1) is hereby amended to read as follows:

Air Barrier, Air Sealing and Insulation Installation ^c		
Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, crawl space and slab foundations	<i>(Text Unchanged)</i>	<p>Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section N1102.2.10.</p> <p>Conditioned basement foundation wall insulation shall be installed in accordance with Section N1102.2.8.1.</p> <p>Slab-on-grade floor insulation shall be installed in accordance with Section N1102.2.10.</p> <p><u>Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.</u></p>

(balance of table remains unchanged.)

* * * *

c. Sections referenced in this table are in the International Energy Conservation Code.

Section N1103.3.6 (R403.3.6) is hereby amended to read as follows:

N1103.3.6 (R403.3.6) Duct Leakage. The total leakage of the ducts, where measured in accordance with Section N1103.3.5, shall be as follows:

* * * *

3. A total leakage test shall not be required for ducts or air handlers that comply with Sections R403.3.2, Item 1.

~~Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the building thermal envelope, total leakage shall be~~

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less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m²) of conditioned floor area.

A total leakage test shall not be required for ducts or air handlers that comply with Subsection 1 of Section N1103.3.2 (R403.3.2).

Section N1103.3.7 (R403.3.7) is hereby amended to read as follows:

N1103.3.7 (R403.3.7) Building cavities. Building framing cavities shall not be used as supply ducts or plenums.

Section N1103.6.3 (R403.6.3) is hereby deleted in its entirety.

Section N1104.2 (R404.2) is hereby deleted in its entirety.

Section N1104.3 (R404.3) is hereby deleted in its entirety.

Table N1106.5 (R406.5) is hereby amended to read as follows:

Maximum Energy Rating Index	
Climate Zone	Energy Rating Index
* * * *	* * * *
6	54 <u>58</u>

(balance of table remains unchanged.)

Section M1301.1.1 is hereby deleted in its entirety.

Section M1401.5 is hereby deleted in its entirety.

Section M1502.4.2 is hereby amended to read as follows:

M1502.4.2 Duct Installation. Exhaust ducts shall be supported at intervals not to exceed ~~12 (3658 mm)~~ 4 feet and shall be secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Exhaust duct joints ~~shall be sealed in accordance with Section M1601.4.1 and shall may~~ be mechanically fastened. Ducts shall not be joined with screws, or similar fasteners that protrude more than 1/8 inch (3.2) into the inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

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Section M1503.6 is hereby amended to read as follows:

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19m³/S) shall be mechanically or passively provided with makeup air at a rate approximately equal to the exhaust air rate in excess of 400 cfm. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Section 1503.6 Exception is hereby deleted in its entirety.

Section M1601.4.1 Exceptions are hereby amended to read as follows:

Exceptions:

* * * *

3. For ducts having a static pressure classification of less than 2 inches of water column (500 Pa), additional closure systems shall not be required for continuously welded joints and seams and locking-type joints and seams. ~~This exception shall not apply to snap lock and button lock type joints and seams that are located outside of conditioned spaces.~~

Section M1601.4.10 is hereby deleted in its entirety.

Section M1701.2 is hereby deleted in its entirety.

Section M2001.4 is hereby deleted in its entirety.

Section M2005.1 is hereby amended to read as follows:

M2005.1 General. Water heaters shall be installed in accordance ~~with Chapter 28~~ the North Dakota State Plumbing Code, the manufacturer's instructions and the requirements of this code. * * * *

Section M2101.3 is hereby amended to read as follows:

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M2101.3 Protection of potable water. The potable water system shall be protected from backflow in accordance with the provisions listed in ~~Section 2902~~ the North Dakota State Plumbing Code.

Section M2101.10 is hereby amended to read as follows:

M2101.10. Tests. ~~New hydronic~~ Hydronic piping systems shall be isolated and tested hydrostatically at a pressure of ~~one and one half times the maximum system design pressure, but not~~ not less than 100 pounds per square inch (698 kPa). The duration of the test shall not be less than 15 min. Hydronic piping to be embedded in concrete shall be pressure tested and inspected prior to pouring concrete.

Section M2103.3 is hereby amended to read as follows:

M2103.3 Piping joints. * * * *

2. Copper tubing shall be joined by brazing complying with ~~Section P3003.6.1~~ the North Dakota State Plumbing Code.

* * * *

Section M2201.6 is hereby deleted in its entirety.

Section G2404.7 is hereby deleted in its entirety.

Figure G2407.6.1(1) [(304.6.1(1))] is hereby deleted in its entirety.

Figure G2407.6.1(2) [(304.6.1(2))] is hereby deleted in its entirety.

Section G2407.11 (304.11) is hereby amended to read as follows:

Section G2407.11 (304.11) Combustion air ducts. Combustion air ducts shall comply with all the following:

* * * *

5. Ducts shall not ~~be screened where terminating~~ terminate in an attic space.

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* * * *

Section G2413.6 is hereby amended to read as follows:

G2413.6 (402.6) Allowable pressure drop. The design pressure loss in any piping system under maximum demand, from the point of delivery to the inlet connection of all appliances served, shall be such that the supply pressure at each appliance inlet is greater than or equal to the minimum pressure required by the appliance but such pressure loss shall not be greater than .5 inch water column for gas pipe systems operating at less than 2 psi.

Section G2417.4.1 (406.4.1) Test Pressure is hereby amended to read as follows:

G2417.4.1 (406.4.1). The test pressure to be used shall not be less than 1 ½ times the proposed maximum working pressure, but not less than ~~3 25 psig (20 kPa gauge)~~, irrespective of design pressure. Where the test pressure exceeds 125 psig (~~862 kPa gauge~~), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Section G2425.12 (501.12) is hereby amended to read as follows:

G2425.12 (501.12) Residential and low-heat appliances flue lining systems. Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with Chapter 10.
2. Listed chimney liner systems complying with UL 1777.
3. Other approved materials that will resist, without cracking, softening, or corrosion, flue gases and condensate at temperatures up to 1800°F (982°C).
 - a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick up to 8 inches in diameter.
 - b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches in diameter or not less than 24 gauge (0.024 inches thick) 8 inches in diameter and larger.

When a metal liner other than a listed chimney liner is used, a condensation drip tee shall be installed and supported in an approved manner.

Section 2427.5.2 (503.5.3) is hereby amended to read as follows:

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G2427.5.2 (503.5.3) Masonry chimneys. Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined ~~with an approved clay flue lining, a chimney lining system listed and labeled in accordance with UL 1777 or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C)~~ G2425.12.

Section G2439.7.2 (614.8.2) is hereby amended to read as follows:

G2439.7.2 (614.8.2) Duct Installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws, ~~or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section G2442.4 (618.4) is hereby amended to read as follows:

G2442.4 (618.4) Screen. Required outdoor air inlets shall be covered with a screen having ¼ inch (6.4 mm) openings. Required outdoor air inlets serving a nonresidential portion of a building shall be covered with screen having openings larger than ¼ inch (6.4 mm) and not larger than ½ inch.

Chapters 25 through 43 are hereby deleted in their entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

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Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Timothy J. Mahoney, M.D., Mayor

(SEAL)
Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(1d)

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 21.2-01 OF
CHAPTER 21.2 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL EXISTING BUILDING CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 21.2-01 of Chapter 21.2 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.2

INTERNATIONAL EXISTING BUILDING CODE

Article

21.2-01

International Existing Building Code--Adoption--Amendments, §§ 21.2-0101 to 21.2-0102

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ARTICLE 21.2-01

Section

21.2-0101 Adoption of International Existing Building Code by Reference

21.2-0102 Amendment to International Existing Building Code

21.2-0101. Adoption of International Existing Building Code by reference.--There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to existing buildings in the city of Fargo, that certain code known as the International Existing Building Code recommended and compiled by the International Code Council, 2021 Edition, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.2-0102. Amendment to International Existing Building Code.--The International Existing Building Code as adopted in Section 21.2-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Existing Building Code of [NAME OF JURISDICTION] the City of Fargo, hereinafter referred to as "this code."

Section 103.1 is hereby amended to read as follows:

103.1 Creation of agency. The [INSERT NAME OF DEPARTMENT] city of Fargo Inspections Department is hereby created, and the official in charge thereof

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ORDINANCE NO. _____

shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.2.1 is hereby deleted in its entirety.

Section 104.2.2.1 is hereby amended to read as follows:

104.2.2.1 Building evaluation. The code official is authorized to require an existing building to be investigated and evaluated at the owner's expense by a registered design professional based on the circumstances agreed upon at the preliminary meeting. The design professional shall notify the code official if any potential nonconformance with the provisions of this code is identified.

Section 104.8 is hereby amended to read as follows:

104.8 Liability. The code official, member of the Board of Appeals, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly and criminally liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 104.10.1 is hereby deleted in its entirety.

Section 105.2 is hereby amended to read as follows:

Section 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in

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any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

* * * *

7. Reroofing.

8. Window Replacement.

Section 109.3.3 is hereby deleted in its entirety.

Section 109.3.10 is hereby deleted in its entirety.

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the other International Codes, such terms shall have the meanings ascribed to them in those codes.

Wherever the term "International Plumbing Code" and/or the "International Private Sewage Disposal Code" is used it shall mean the North Dakota State Plumbing Code. Wherever the term "ICC Electrical Code" is used it shall mean the National Electric Code together with the North Dakota State Wiring Standards. Wherever the term "Flood Hazard Area" is used, it shall mean the Fargo Flood Plain Management ordinance together with the Flood Proofing Code of the city of Fargo, North Dakota.

Section 401.3 is hereby deleted in its entirety.

Section 405.2.6 is hereby deleted in its entirety.

Section 502.3 is hereby deleted in its entirety.

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Section 503.2 is hereby deleted in its entirety.

Section 507.3 is hereby deleted in its entirety.

Section 701.3 is hereby deleted in its entirety.

Section 1103.3 is hereby deleted in its entirety.

Section 1201.4 is hereby deleted in its entirety.

Section 1301.3.3 is hereby deleted in its entirety.

Section 1401.2 is hereby amended to read as follows:

1401.2 Conformance. ~~The building shall be safe for human occupancy as determined by the International Fire Code and the International Property Maintenance Code. Any repair, alteration or change of occupancy undertaken within the moved structure shall comply with the requirements of this code applicable to the work being performed. Any field-fabricated elements shall comply with the requirements of the International Building Code or the International Residential Code as applicable. Buildings to be moved within this jurisdiction shall comply with provisions of this chapter. Buildings to be moved into this jurisdiction shall comply with the provisions of the International Codes for new buildings and shall be certified as to meet compliance by an agency approved by the code official.~~

Section 1402.6 is hereby deleted in its entirety.

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Section 3. Penalty.

1 A person who willfully violates this ordinance is guilty of an infraction. Every
2 person, firm or corporation violating an ordinance which is punishable as an infraction
3 shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend
4 said sentence and to revoke the suspension thereof.
5
6
7
8

Section 4. Effective Date.

9
10 This ordinance shall be in full force and effect from and after its passage, approval
11 and publication.
12

13 (SEAL)
14 Attest:

15 _____
16 Steven Sprague, City Auditor
17
18
19
20
21
22
23

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

16

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 30-0106 OF ARTICLE 30-01
OF CHAPTER 30 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL MECHANICAL CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Section 30-0106 of Article 30-01 of Chapter 30 of the Fargo Municipal Code is hereby re-enacted to read as follows:

30-0106. Standards adopted.--The following standards are hereby adopted for all heating, air conditioning and other gas, oil, or coal consuming appliances:

- A. All heating, air conditioning, or other gas, oil, or coal consuming appliances for either domestic or commercial use installed in the city of Fargo shall bear a seal of approval from the American Gas Association, American Standards Association, Underwriters Laboratories, or other nationally recognized testing laboratory.

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ORDINANCE NO. _____

- B. The International Mechanical Code, sponsored by the International Code Council, 2021 Edition, is hereby adopted as the mechanical code for the city of Fargo from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city, with the following amendments:

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Mechanical Code of ~~[NAME OF JURISDICTION]~~; the city of Fargo, hereinafter referred to as "this code."

Sections 103.1 is hereby amended to read as follows:

103.1 Creation of Agency. The ~~[NAME OF DEPARTMENT]~~ city of Fargo Inspections Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.8 is hereby amended to read as follows:

104.8 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 109.2 is hereby amended to read as follows:

109.2 Schedule of permit fees. Where work requires a permit, a fee for each permit and mechanical work shall be paid as required, in accordance with the schedule as established by the ~~applicable governing authority~~; city of Fargo Board of City Commissioners.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 109.6 is hereby amended as follows:

109.6 Refunds. The code official is authorized to establish a refund policy, which is as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than eighty (80) percent of the permit fee paid where work has not been done under a permit issued in accordance with this code.
3. Not more than eighty (80) percent of the plan review fee paid where an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 201.3 is hereby amended to read as follows:

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Fire Code, International Fuel Gas Code, or the International North Dakota State Plumbing Code, such terms shall have meanings ascribed to them as in those codes.

Section 305.4 is hereby amended to read as follows:

305.4 Interval of support. Piping shall be supported at distances not exceeding the spacing specified in Table 305.4, or in accordance with ANSI/MSS SP-58. In addition to the requirements of Table 305.4, piping and tubing shall be supported within 2 feet (610 mm) of every bend or angle.

Section 307.2.2 is hereby amended to read as follows:

307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be ABS, cast iron, copper and copper alloy, CPVC, cross-linked polyethylene, galvanized steel, PE-RT, polyethylene, polypropylene, PVC or

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PVDF pipe or tubing. Components shall be selected for the pressure and temperature rating of the installation. Joints and connections shall be made in accordance with the applicable provisions of ~~Chapter 7 of the International~~ the North Dakota State Plumbing Code relative to the material type. Condensate waste and drain line size shall be not less than 3/4-inch (19 mm) pipe size and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifold together for condensate drainage, the pipe or tubing shall be sized in accordance with Table 307.2.2.

Section 403.1 is hereby amended to read as follows:

403.1 Ventilation system. Mechanical ventilation shall be provided by a method of supply air and return or exhaust air, ~~except that mechanical ventilation air requirements for Group R-2, R-3 and R-4 occupancies three stories and less in height above grade plane shall be provided by an exhaust system, supply system or combination thereof.~~ The amount of supply air shall be approximately equal to the amount of return and exhaust air. The system shall not be prohibited from producing negative or positive pressure. The system to convey ventilation air shall be designed and installed in accordance with Chapter 6.

Section 504.9.2 is hereby amended to read as follows:

504.9.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. Ducts shall not be joined with screws, ~~or similar fasteners that protrude more than 1/8 inch (3.2mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section 505.4 is hereby amended to read as follows:

505.4 Makeup air required. Exhaust hood systems capable off exhausting in excess of 400 cfm (0.19m³/s) shall be provided with makeup air at a rate in excess of 400 cfm. ~~approximately equal to the exhaust air rate.~~ Such makeup air systems shall be equipped with a means of closure and shall be automatically controlled to start and operate simultaneously with the exhaust system.

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1
2 **Section 508.2** is hereby amended to read as follows:

3 **508.2 Compensating hoods.** Manufacturers of compensating hoods shall provide
4 a label indicating the minimum exhaust flow, the maximum makeup airflow or both
5 that provides capture and containment of the exhaust effluent. Short circuit
compensating hoods are prohibited.

6 **Section 508.2.1** is hereby added to read as follows:

7 **508.2.1 Compensating Hood Make-up Air.** Compensating hoods shall extract at
8 least forty (40) percent of the required exhaust air flow from the kitchen area.

9 **Section 701.3** is hereby added to read as follows:

10 **701.3 Attic space.** Attic space shall not be used for combustion air.

11 **Section 908.5** is hereby amended to read as follows:

12 **908.5 Water supply.** Cooling towers, evaporative coolers and fluid coolers shall
13 be provided with an approved water supply, sized for peak demand. The quality of
14 water shall be provided in accordance with the equipment manufacturer's
15 recommendations. The piping system and protection of the potable water supply
system shall be installed as required by the International North Dakota State
Plumbing Code.

16 **Section 1006.6** is hereby amended to read as follows:

17 **1006.6 Safety and relief valve discharge.**

18 * * * *

19 13. Be constructed of those materials listed in ~~Section 605.4~~ of the International
20 North Dakota State Plumbing Code or materials tested, rated and approved for such
21 use in accordance with ASME A112.4.1.

22 **Section 1008.2** is hereby amended to read as follows:

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1008.2 Discharge. Blow off valves shall discharge to a safe place of disposal. Where discharging to the drainage system, the installation shall conform to the ~~International~~ North Dakota State Plumbing Code.

Section 1104.2 is hereby amended to add the following exception:

1104.2 Machinery room.

* * * *

Exceptions:

* * * *

3. If an existing refrigerating system is replaced or if an existing refrigeration plant is increased by not more than fifty (50) percent of its original capacity, but not more than 100 tons per system using a non-flammable class A1 or B1 refrigerant and the refrigeration machinery room was not provided in the original installation prior to 1994, a refrigeration machinery room shall not be required. If the existing refrigeration is not located in general machinery room separated from occupied spaces, a refrigeration machinery room shall be provided. The space containing the refrigeration machinery shall meet the requirement of Section 1104.3.4, protection room refrigerant decomposition., and Section 1105.3. requiring refrigerant detection. If the requirements of 1104.3.4 and 1105.3 cannot be met, a refrigeration machinery room shall be provided.

Section 1208.1 is hereby amended to read as follows:

Section 1208.1 General. New Hhydronic piping shall be isolated and tested hydrostatically at ~~one and one-half times the maximum system design pressure, but not no~~ less than 100 psi (689 kPa). The duration of the test shall be not less than 15 minutes.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction

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shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, Mayor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(14)

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 30.1-01 OF
CHAPTER 30.1 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL FUEL GAS CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 30.1-01 of Chapter 30.1 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 30.1

INTERNATIONAL FUEL GAS CODE

Article
30.1-01

International Fuel Gas Code—Adoption—Amendments, §§ 30.1-0101 to
30.1-0102

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

ARTICLE 30.1-01

INTERNATIONAL FUEL GAS CODE – ADOPTION

Section

30.1-0101 Adoption of International Fuel Gas Code by Reference

30.1-0102 Amendment to International Fuel Gas Code

30.1-0101. Adoption of International Fuel Gas Code by Reference.—There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the City of Fargo, that certain code known as the International Fuel Gas Code sponsored by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

30.1-0102. Amendment to International Fuel Gas Code.—The International Fuel Gas Code as adopted in Section 30.1-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, hereinafter referred to as “this code.”

Section 104.8 is hereby amended to read as follows:

104.8 Liability. The code official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

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Section 109.2 is hereby amended to read as follows:

1 **109.2 Schedule of permit fees.** Where work requires a permit, a fee for each permit
2 shall be paid as required, in accordance with the schedule as established by the
3 ~~applicable governing body~~ city of Fargo Board of City Commissioners.

Section 109.6 is hereby amended to read as follows:

4 **109.6 Refunds.** The code official is authorized to establish a fee refund policy,
5 which is as follows:

- 6 1. The full amount of any fee paid hereunder which was erroneously paid or
7 collected.
- 8 2. Not more than 80 percent of the permit fee paid when no work has been
9 done under a permit issued in accordance with this code.
- 10 3. Not more than 80 percent of the plan review fee paid when an application
11 for a permit for which a plan review fee has been paid is withdrawn or
12 canceled before any plan review effort has been expended.

13 The code official shall not authorize the refunding of any fee paid, except upon
14 written application filed by the original permittee not later than 180 days after the
15 date of fee payment.

Section 303.3 is hereby amended to read as follows:

16 **303.3 Prohibited locations.** Appliances shall not be located in sleeping rooms,
17 bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens
18 only into such rooms or spaces, except where the installation complies with one of
19 the following:

- 20 1. The appliance is a direct-vent appliance installed in accordance with
21 the conditions of the listing and the manufacturer's instructions.
- 22 2. Vented room heaters, wall furnaces, vented decorative appliances,
23 vented gas fireplaces, vented gas fireplace heaters and decorative appliances
 for installation in vented solid fuel-burning fireplaces are installed in rooms
 that meet the required volume criteria of Section 304.5

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1 ~~3. A single wall-mounted unvented room heater is installed in a bathroom~~
2 ~~and such unvented room heater is equipped as specified in Section 621.6~~
3 ~~and has an input rating not greater than 6,000 Btu/h (1.76 kW). The~~
4 ~~bathroom shall meet the required volume criteria of Section 304.5.~~

5 ~~4. A single wall-mounted unvented room heater is installed in a bedroom~~
6 ~~and such unvented room heater is equipped as specified in Section 621.6~~
7 ~~and has an input rating not greater than 10,000 Btu/h (2.93 kW). The~~
8 ~~bedroom shall meet the required volume criteria of Section 304.5.~~

9 ~~5. 3.~~ The appliance is installed in a room or space that opens only into a
10 bedroom or bathroom, and such room or space is used for no other purpose
11 and is provided with a solid weather-stripped door equipped with an
12 approved self-closing device. All combustion air shall be taken directly
13 from the outdoors in accordance with Section 304.6.

14 ~~6. 4.~~ A clothes dryer is installed in a residential bathroom or toilet room
15 having a permanent opening with an area of not less than 100 square inches
16 (0.06 m²) that communicates with a space outside of a sleeping room,
17 bathroom, toilet room or storage closet.

18 **Section 304.6.1** is hereby amended to read as follows:

19 **304.6.1 Two-permanent-openings method.**

20 * * * *

21 Where directly communicating with the outdoors, or where communicating with
22 the outdoors through vertical ducts, each opening shall have a minimum free area
23 of 1 square inch per 4,000 Btu/h (550 mm²/kW) of total input rating of all
appliances in the enclosure [see Figures 304.6.1(1) and 304.6.1(2)].

* * * *

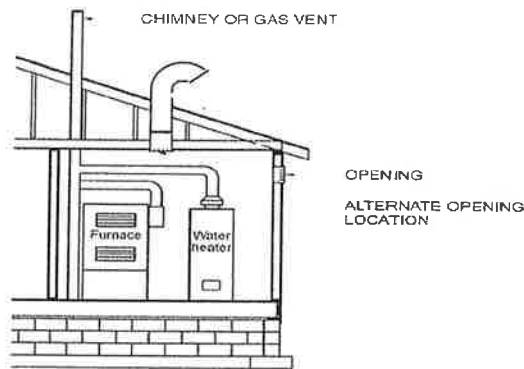
Figure 304.6.1 (1) is hereby deleted in its entirety.

Figure 304.6.1 (2) is hereby deleted in its entirety.

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FARGO, NORTH DAKOTA

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Figure 304.6.2 is hereby amended as shown below:



Section 304.6.2 is hereby amended to read as follows:

304.6.2 One-permanent-opening method. One permanent opening, commencing within 12 inches (305 mm) of the top of the enclosure, shall be provided. The appliance shall have clearances of at least 1 inch (25 mm) from the sides and back and 6 inches (152 mm) from the front of the appliance. The opening shall directly communicate with the outdoors or through a vertical or horizontal duct to the outdoors, ~~or spaces that freely communicate with the outdoors (see Figure 304.6.2)~~ and shall have a minimum free area of 1 square inch per 3,000 Btu/h (734mm²/kW) of the total input rating of all appliances located in the enclosure and not less than the sum of the areas of all vent connectors in the space.

Section 304.11 is hereby amended to read as follows:

304.11 Combustion air ducts. Combustion air ducts shall comply with all of the following:

* * * *

5. Ducts shall not ~~be screened where terminating~~ terminate in an attic space.

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* * * *

Section 403.9.1.1 is hereby added to read as follows:

403.10.1.1 Gas supply systems with pressures 5 psig or greater and gas pipe joints 2 ½ inches or larger, regardless of pressure, shall be welded.

Section 403.9.5 is hereby amended to read as follows:

403.9.5 Metallic fittings. Metallic fittings shall comply with the following:

1. Threaded fittings in sizes larger than 4 inches (102 mm) 2 ½ inches or larger shall not be used except where approved.

* * * *

Section 406.4 is hereby amended to read as follows:

406.4 Test pressure measurement. Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure. Dial gauges used to measure test pressures shall be performed with gauges of 2 psi incrimination or less and have a range not exceeding 100 psi unless otherwise approved.

Section 406.4.1 is hereby amended to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), 25 psig irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

Section 408.2 is hereby amended to read as follows:

408.2 Drips. Where wet gas exists, a drip shall be provided at any point in the line of pipe where condensate could collect. A drip shall also be provided at the outlet of the meter and shall be installed so as to constitute a trap wherein an accumulation

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of condensate will shut off the flow of gas before the condensate will run back into the meter.

Section 411.2 is hereby amended to read as follows:

411.2 Manufactured home connections. Manufactured homes shall be connected to the distribution piping system by ~~one of the following materials:~~

- ~~1. — Metallic pipe in accordance with Section 403.4.~~
- ~~2. — Metallic tubing in accordance with Section 403.5.~~
3. — Listed and labeled connectors in compliance with ANSI Z21.75/CSA 6.27 and installed in accordance with the manufacturer's installation instructions.

Section 415.1 is hereby amended to read as follows:

415.1 Interval of support. Piping shall be supported at intervals not exceeding the spacing specified in Table 415.1. Spacing of supports for CSST shall be in accordance with the CSST manufacturer's instructions. In addition to the requirements of Table 415.1, piping and tubing shall be supported within 2 feet of every bend or angle.

Section 501.12 is hereby amended to read as follows:

501.12 Residential and low-heat appliances flue lining systems. Flue lining systems for use with residential-type and low-heat appliances shall be limited to the following:

1. Clay flue lining complying with the requirements of ASTM C 315 or equivalent when each appliance connected into the masonry chimney has a minimum input rating greater than 400,000 Btu/h. Clay flue lining shall be installed in accordance with the International Building Code.
2. Listed chimney lining systems complying with UL1777.
3. Other approved materials that will resist, without cracking, softening or corrosion, flue gases and condensate at temperatures up to 1,800°F (982°C).
 - a. Aluminum (1100 or 3003 alloy or equivalent) not less than 0.032 inches thick to 8 inches diameter.
 - b. Stainless steel (304 or 430 alloy or equivalent) not less than 26 gauge (0.018 inches thick) to 8 inches diameter or not less than 24 gauge (0.024 inches thick) 8 inches diameter and larger.

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When a metal liner is used other than a listed chimney liner a condensation drip tee shall be installed and supported in an approved manner.

Section 503.5.3 is hereby amended to read as follows:

503.5.3 Masonry chimneys. Masonry chimneys shall be built and installed in accordance with NFPA 211 and shall be lined ~~with approved clay flue lining, a listed chimney lining system or other approved material that will resist corrosion, erosion, softening or cracking from vent gases at temperatures up to 1,800°F (982°C).~~ as per Section 501.12.

* * * *

Section 503.5.6.1 is hereby amended to read as follows:

503.5.6.1 Chimney lining. Chimneys shall be lined in accordance with NFPA 211 and Section 501.12.

Exception: Where an existing chimney complies with Sections 503.5.6 through 503.5.6.3 and its sizing is in accordance with Section 503.5.5, its continued use shall be allowed when, in more than one appliance venting system the secondary appliance, such as a water heater, is replaced and the primary heating appliance remains.

Section 614.9.2 is hereby amended to read as follows:

Section 614.9.2 Duct installation. Exhaust ducts shall be supported at 4-foot (1219 mm) intervals and secured in place. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. ~~Ducts shall not be joined with screws or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct.~~ Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation.

Section 621 is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished

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by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Timothy J. Mahoney, M.D., Mayor

(S E A L)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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ORDINANCE NO. _____

19

AN ORDINANCE REPEALING AND RE-ENACTING ARTICLE 31-01
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby re-enacted to read as follows:

ARTICLE 31-01

ADOPTION OF INTERNATIONAL PROPERTY MAINTENANCE CODE

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Section

31-0101 Adoption of International Property Maintenance Code by Reference

31-0102 Amendment to International Property Maintenance Code

31-0101. Adoption of International Property Maintenance Code by Reference.--
There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Property Maintenance Code recommended and compiled by the International Code Council, being particularly the 2021 Edition--thereof, a copy of which is on file in the office of the city auditor, and the same is hereby adopted and incorporated as if fully set forth herein, and from the provisions thereof shall be controlling within the limits of the city and within the extra-territorial zoning jurisdiction of the city.

31-0102. Amendment to International Property Maintenance Code.--The International Property Maintenance Code as adopted in §31-0101 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

Section 101.1 Title. These Regulations shall be known as the International Property Maintenance Code of [NAME OF JURISDICTION] the city of Fargo, hereinafter referred to as "this code."

Section 102.3 is hereby amended to read as follows:

Section 102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of ~~the International Building code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code, and NFPA 70~~ all applicable ordinances adopted by the city of Fargo. ~~Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.~~

Section 103.1 is hereby amended to read as follows:

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Section 103.1 Creation of agency. The ~~[INSERT NAME OF DEPARTMENT]~~ city of Fargo Inspections Department is hereby created and the official in charge thereof shall be known as the code official.

Section 104.1 is hereby amended to read as follows:

Section 104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code ~~shall be established by the applicable governing authority.~~ are established in the following schedule:

- A. Initial Inspection. – No Charge;
- B. First Re-inspection. – No Charge;
- C. Second Re-inspection. – As to the second re-inspection a fee of \$150;
- D. Third Re-inspection. – As to the third re-inspection, a fee of \$150; and
- E. Fourth and continuing Re-inspections. – As to the fourth and any subsequent re-inspection, a fee of \$150.

Section 108.1 is hereby amended to read as follows:

Section 108.1 Membership of the board. The board of appeals shall consist of ~~not less than three~~ five members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The code official shall be an ex-officio member but shall not vote on any matter before the board. The board shall be pointed by the ~~Chief appointing authority~~ board of city commissioners, and shall serve staggered and overlapping terms.

Section 201.3 is hereby amended to read as follows:

Section 201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, ~~International Plumbing Code,~~ International Residential Code, ~~International Zoning Code,~~ or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes. Throughout this code, wherever reference is made to the International Plumbing Code, it shall be taken to mean the North Dakota State Plumbing Code and N.D. Admin. Code Section 62-03.1-01. Throughout this code, wherever reference is made to the NFPA 70, it

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shall be taken to mean the National Electric Code and Chapter 43-09 of the North Dakota State Wiring Standards.

Section 302.4 is hereby amended to read as follows:

Section 302.4 Weeds. Premises and exterior property shall be maintained free from weeds or plant growth ~~in excess of (jurisdiction to insert height in inches)~~ as provided by Article 11-08 of the Fargo Municipal Code.

Section 304.14 is hereby amended to read as follows:

Section 304.14 Insect screens. During the period from [DATE] April 1 to [DATE] October 31 of each year, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), every screen door used for insect control shall have a self-closing device in good working condition.

* * * *

Section 602.3 is hereby amended to read as follows:

Section 602.4 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units, or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from [DATE] September 15th to [DATE] June 1st to maintain a minimum temperature of 68°F (20° C) in all habitable rooms, bathrooms and toilet rooms.

* * * *

Section 602.4 is hereby amended to read as follows:

Section 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from [DATE] September 15th to [DATE] June 1st to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

* * * *

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Section 703.7 is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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ORDINANCE NO. _____

(12)

AN ORDINANCE REPEALING AND RE-ENACTING CHAPTER 21.3 OF THE
FARGO MUNICIPAL CODE RELATING TO THE
INTERNATIONAL ENERGY CONSERVATION CODE

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Chapter 21.3 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 2. Re-enactment.

Chapter 21.3 of the Fargo Municipal Code is hereby re-enacted to read as follows:

CHAPTER 21.3

INTERNATIONAL ENERGY CONSERVATION CODE

Article
21.3-01

International Energy Conservation Code--Adoption--Amendments, §§
21.3.-0101 to 21.3-0102

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ARTICLE 21.3-01

Section

21.3-0101 Adoption of International Energy Conservation Code

21.3-0102 Amendment to International Energy Conservation Code

21.3-0101. Adoption of International Energy Conservation Code by Reference.--There is hereby adopted by reference by the Board of City Commissioners, for the purpose of prescribing regulations governing standards, relative to housing in the city of Fargo, that certain code known as the International Energy Conservation Code recommended and compiled by the International Code Council, being particularly the 2021 Edition thereof, a copy of which is on file in the office of the City Auditor, and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

21.3-0102. Amendment to International Energy Conservation Code.--The International Energy Conservation Code as adopted in Section 21.3-0101 is hereby changed and amended as follows:

Section C101.1 is hereby amended to read as follows:

C101.1 Title. This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is referred to herein as "this code".

Section C405.11 is hereby deleted in its entirety.

Section C405.12 is hereby deleted in its entirety.

Section R101.1 is hereby amended to read as follows:

R101.1 Title. This code shall be known as the Energy Conservation Code of ~~[NAME OF JURISDICTION]~~ the city of Fargo, and shall be cited as such. It is referred to herein as "this code".

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Table R402.1.2 is hereby amended to read as follows:

Maximum Assembly <i>U</i> -Factors and Fenestration Requirements						
Climate Zone	Fenestration <i>U</i> -Factor ^f	****	Ceiling <i>U</i> -Factor	Wood Frame Wall <i>U</i> -Factor	****	Basement Wall <i>U</i> -Factor
6	0.30 <u>0.32</u>	****	0.024 <u>0.026</u>	0.045 <u>0.057</u>	****	0.050 <u>0.059</u>

(balance of table remains unchanged.)

Table R402.1.3 is hereby amended to read as follows:

Insulation Minimum <i>R</i> -Values and Fenestration Requirements by Component						
Climate Zone	Fenestration <i>U</i> -Factor ^{b,i}	****	Ceiling <i>R</i> -Value	Wood Frame Wall <i>R</i> -Value ^g	****	Basement ^{c, g} Wall <i>R</i> -Value
6	0.30 <u>0.32</u>	****	60 <u>49</u>	20 + 5ei or 13 + 10ei or 0 + 20 <u>21 or 13 + 5ci</u>	****	15ei or 19 or 13 + 5ei <u>10ci or 15</u>

(balance of table remains unchanged.)

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Table R402.4.1.1 is hereby amended to read as follows:

Air Barrier, Air Sealing and Insulation Installation		
Component	Air Barrier Criteria	Insulation Installation Criteria
Basement, Crawl Space and Slab Foundations	(Text unchanged.)	Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10.
		Conditioned basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1.
		Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.10.
		<u>Exterior foundation insulation shall be covered and flashed to protect it from exposure to light and weather to a minimum of 6 inches (152 mm) below grade and be covered by a minimum 6-mil polyethylene slip sheet over the entire surface.</u>

(balance of table remains unchanged.)

Section R403.3.6 Subsection 3 is hereby amended to read as follows:

Section R403.3.6 Duct Leakage. The total leakage of the ducts, where measured in accordance with Section R403.3.5, shall be as follows:

* * * *

~~3.—Test for ducts within thermal envelope: Where all ducts and air handlers are located entirely within the building thermal envelope, total leakage shall be less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m²) of conditioned floor area. A total leakage test shall not be required for ducts or air handlers that comply with Sections R403.3.2, Subsection 1.~~

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Section R403.3.7 is hereby amended to read as follows:

R403.3.7 Building Cavities. Building framing cavities shall not be used as supply ducts ~~or plenums~~.

Section R403.6.3 is hereby deleted in its entirety.

Section R404.2 is hereby deleted in its entirety.

Section R404.3 is hereby deleted in its entirety.

Table R406.5 is hereby amended to read as follows:

Maximum Energy Rating Index							
Climate Zone				Energy Rating Index			
*	*	*	*	*	*	*	*
6				54 <u>58</u>			

(balance of table remains unchanged.)

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

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Section 4. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication.

(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

11

AN ORDINANCE REPEALING AND RE-ENACTING SECTIONS 9-0701 AND 9-0704
OF ARTICLE 9-07 OF CHAPTER 9 OF THE FARGO MUNICIPAL CODE
RELATING TO FIRE PROTECTION AND PREVENTION

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in
accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City
shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said
home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict
therewith and shall be liberally construed for such purpose; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to
implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Repeal.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code
are hereby repealed in their entirety.

Section 2. Re-enactment.

Sections 9-0701 and 9-0704 of Article 9-07 of Chapter 9 of the Fargo Municipal Code
are hereby re-enacted to read as follows:

9-0701. International Fire Code--Adoption.--There is hereby adopted by reference by the
board of city commissioners, for the purpose of prescribing regulations governing conditions
hazardous to life and property from fire or explosion, that certain code known as the International
Fire Code being particularly the 2021 Edition thereof and all subsequent revisions and additions
thereto; save and except such portions as are hereinafter deleted, modified, or amended by
ordinance or in accordance with the provisions of section 9-0704, a copy of said code is on file in
the office of the chief of the Fargo Fire Department and the same is hereby adopted and

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incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city, and within the extra-territorial zoning jurisdiction of the city.

9-0704. Modification of International Fire Code.--The International Fire Code as adopted in Section 9-0701 is hereby changed and amended as follows:

Section 101.1 is hereby amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of ~~[NAME OF JURISDICTION]~~ the City of Fargo, hereinafter referred to as "this code."

Section 102.6 is hereby amended to read as follows:

102.6 Historic buildings. The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings where such buildings or structures do not constitute a distinct hazard to life or property. Fire protection in designated historic buildings shall be provided with an approved fire protection plan. ~~as required in Section 1103.1.1.~~

Section 103.1 is hereby amended to read as follows:

103.1 Creation of Agency. The ~~[INSERT NAME OF DEPARTMENT]~~ Fargo Fire Department is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 104.7.1 is hereby amended to read as follows:

104.7 Legal defense. Any suit instituted against an officer or employee because of an act or omission performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be afforded all the protection provided by the city's insurance pool and immunities and defenses provided by other applicable state and federal laws, and shall be defended by the legal representatives of the jurisdiction until the final termination of the proceedings. The fire code official or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of fire prevention, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions

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by reason of any act or omission in the performance of official duties in connection therewith.

This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any building or structure for any damages to persons or property caused by defects nor shall the code enforcement agency or the city be held as assuming any such liability by reason of the inspection authorized by this code or any permits or certificates issued under this code.

Section 105.5.1 is hereby deleted in its entirety.

Table 105.5.9 is hereby amended to read as follows:

Table 105.5.9 Permit Amounts for Compressed Gases.

Carbon dioxide used in carbon dioxide enrichment systems ~~875 (100 lbs)~~ 4375 (500 lbs.).

Carbon dioxide used in insulated liquid carbon dioxide beverage dispensing applications ~~875 (100 lbs)~~ 4375 (500 lbs.).

Section 105.5.14 is hereby deleted in its entirety.

Section 105.5.15 is hereby deleted in its entirety.

Section 105.5.18 is hereby amended to read as follows:

* * * *

2. To store, handle or use Class 1A liquids in excess of ~~5~~ 30 gallons, Class 1B liquids in excess of 60 gallons, Class 1C liquids in excess of 90 gallons (19 L) in a building or ~~in excess of 10 gallons (37.9 L)~~ outside of a building, except that a permit is not required for the following:

* * * *

3. To store, handle or use Class II or Class IIIA liquids in excess of ~~25~~ 120 gallons (~~95 L~~) in a building or in excess of ~~60~~ 120 gallons (~~227 L~~) outside a building, except for fuel oil used in connection with oil-burning equipment.

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* * * *

Section 105.5.19 is hereby deleted in its entirety.

1 Section 105.5.25 Subsections 1, 5, and 6 are hereby deleted in their entirety.

2 Section 105.5.31 is hereby deleted in its entirety.

3 Section 105.5.32 is hereby deleted in its entirety.

4 Section 105.5.33 is hereby deleted in its entirety.

5 Section 105.5.36 is hereby amended to read as follows:

6 **105.5.36 Open flames and candles.** An operational permit is required to use open flames
7 or candles in connection with assembly areas, dining areas of restaurants or drinking
8 establishments. For purposes of this provision, churches shall not be deemed to be
9 assembly areas and shall not be required to obtain a permit to utilize candles in religious
ceremonies.

10 Section 105.5.38 is hereby deleted in its entirety.

11 Section 105.5.40 is hereby deleted in its entirety.

12 Section 105.5.44 is hereby amended to read as follows:

13 **105.5.44 Refrigeration equipment.** An operational permit is required to operate a
14 mechanical refrigeration unit or system regulated by Chapter 6: containing more than 30
pounds of Group A3, B2, or B3 refrigerant.

15 Section 105.5.45 is amended to read as follows:

16 **105.5.45 Repair garages and motor fuel dispensing facilities.** An operational permit is
17 required for operation of repair garages.

18 Section 105.5.49 is hereby amended to read as follows:

19 **Section 105.5.49 Temporary membrane structures and tents.** An operational permit is
20 required to operate an air-supported temporary membrane structure, a temporary special
21 event structure, or a tent having an area in excess of 400 square feet (37m²) for the purposes
of assembly.

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Section 105.6.2 is hereby deleted in its entirety.

Section 105.6.5 is hereby deleted in its entirety.

Section 105.6.7 is hereby deleted in its entirety.

Section 105.6.10 is hereby deleted in its entirety.

Section 105.6.11 is hereby deleted in its entirety.

Section 105.6.12 is hereby deleted in its entirety.

Section 105.6.13 is hereby deleted in its entirety.

Section 105.6.15 is hereby amended to read as follows:

105.6.15 LP-gas. A construction permit is required for installation of or modification to an LP-gas system with a single container in excess of 2000 gallons water capacity or the aggregate capacity of containers is more than 4000 gallons in water capacity. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Section 105.6.16 is hereby deleted in its entirety.

Section 105.6.17 is hereby deleted in its entirety.

Section 105.6.18 is hereby deleted in its entirety.

Section 105.6.19 is hereby deleted in its entirety.

Section 105.6.20 is hereby deleted in its entirety.

Section 105.6.21 is hereby deleted in its entirety.

Section 105.6.23 is hereby deleted in its entirety.

Section 105.6.24 is hereby deleted in its entirety.

Section 106.4 is hereby amended to read as follows:

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106.4 Retention of construction documents. One set of construction documents shall be retained by the fire code official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. ~~One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.~~

Section 112.4 is hereby amended to read as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a an [SPECIFY OFFENSE] infraction, punishable by a fine of not more than [AMOUNT] dollars or by imprisonment not exceeding [number of days], or both such fine and imprisonment. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

* * * *

Section 307.1.1 is hereby amended to read as follows:

307.1.1 Prohibited open burning. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. All open burning, including recreational fires, is banned when the fire index is at the high, very high or extreme level and any time during a red flag warning.

* * * *

Section 308.1.4 is hereby amended to read as follows:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or decks or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.

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2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

3. LP-gas cooking devices having LP-gas container with a water capacity not greater than ~~2 1/2 pounds [nominal 1 pound (0.454 kg)]~~ 47.8 pounds [nominal 20 pounds (9 kg)] LP-gas capacity].

Section 308.3 is hereby amended by adding the following subsection 1.4 to exception 1:

308.3 Group A Occupancies. Open-flame devices shall not be used in a Group A occupancy.

Exceptions:

1. Open-flame devices are allowed to be used in the following situations, provided approved precautions are taken to prevent ignition of a combustible material or injury to occupants:

* * * *

1.4 Open-flame devices for food warming.

* * * *

Section 319.4 is hereby amended to read as follows:

319.4 Fire protection. Fire Protection shall be provided in accordance with Sections ~~319.4.1 and 319.4.2.~~

Section 319.4.1 is hereby deleted in its entirety.

Section 503.4 is hereby amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Sections 503.2.1 and 503.2.2 shall be maintained at all times. Enforcement of such prohibited parking may be accomplished in the same manner as regulations contained in Article 8-10 and in Section 9-0705 of the Fargo Municipal Code.

Section 507.5.4 is hereby amended to read as follows:

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507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. An approved hydrant marker shall be installed immediately adjacent to the rear of the hydrant.

Section 806.1.1 is hereby amended by adding the following exception:

* * * *

3. For purposes of this provision, churches shall not be deemed public buildings and may utilize natural or resin bearing cut trees in the altar area of the church. No electric lighting is allowed on the tree.

Section 903.3.1 is hereby amended to read as follows:

903.3.1 Standards. Sprinkler systems shall be designed with a 5 psi safety margin and installed in accordance with Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable.

Section 903.3.1.1.1 is hereby amended by adding the following exception:

* * * *

7. Elevator machine room and machinery spaces. Where sprinklers are not installed in elevator machine rooms, shunt trip required in accordance with IBC 3005.5 shall not be installed.

Section 903.3.5 is hereby amended to read as follows:

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official. Underground water supply piping shall be constructed of a material allowed by Fargo Municipal Code Chapter 16 and Chapter 22 and shall be allowed to extend into the building through the slab or wall not more than 24 inches.

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Section 905.1.1 is hereby amended by adding the following:

Section 905.1.1 Standpipe Hose. The installation of fire hose on standpipes may be omitted when approved by the fire code official. Approved standpipe hose valves and connections shall be provided where required.

Section 907.8.3 is hereby deleted in its entirety.

Section 1009.8.1 is hereby amended to read as follows:

1009.8.1 System requirements. Two-way communication systems shall provide communication between each required location and the fire command center or a central control point location approved by the fire department. Where the central control point is not constantly attended, a two-way communication system shall have a timed automatic telephone dial-out capability to a monitoring location ~~or 9-1-1~~. The two-way communication system shall include both audible and visible signals.

Section 1011.1 Exceptions are hereby amended to read as follows:

1. Within rooms or spaces used for assembly purposes, stepped aisles shall comply with Section 1030.
2. A stairway complying with section 1011 except where in a B, F, M, S or U that serves an area of 750 sf or less, and is not open to the public, that has a maximum riser height of 8 inches and a minimum tread depth of 9 inches, has a minimum width of 36 inches and has at least one handrail that terminates at the top and bottom riser and otherwise complies with section 1014.

Section 1011.5.2 Exception 3 and 6 are hereby amended to read as follows:

* * * *

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3. In Group R-3 occupancies; within dwelling units in Group R-2 occupancies; and in Group U occupancies that are accessory to a Group R-3 occupancy or accessory to individual dwelling units in Group R-2 occupancies; the maximum riser height shall be ~~7 ¾ inches (197 mm)~~ 8 inches; the minimum tread depth shall be ~~10 inches (254 mm)~~ 9 inches; and the minimum winder tread depth shall be 6 inches (152 mm). A nosing projection not less than ¾ inch (19.1 mm) but not more than 1 ¼ inches (32 mm) shall be provided on stairways with solid risers where the tread depth is less than 11 inches (279 mm).

* * * *

6. Stairways used only to attend equipment or private stairways serving an occupant load of 10 or fewer persons and which are not accessible to the public are permitted to have a maximum 8 inch riser height and minimum 9 tread depth.

Chapter 11 is hereby deleted with the exception of **Sections 1103.8 and 1103.9**.

Section 2303.1 is hereby amended by adding the following Subsection 7:

* * * *

7. On new installations, dispensing devices used to fill portable containers with home heating fuels shall not be located on the same island where Class I liquids are dispensed.

Section 2306.1 is hereby amended to read as follows:

2306.1 General. Storage of flammable and combustible liquids shall be in accordance with Chapter 57 and Sections 2306.2 through 2306.6.3. See also Fargo Municipal Code, Section 9-0604.

Section 3106.2 is hereby amended to read as follows:

3106.2 General. Outdoor assembly events with planned attendance exceeding 1,000 people shall be in accordance with this section and Section 403.11. Temporary structures erected for outdoor assembly events shall comply with this chapter.

Section 3303.1 is hereby amended to read as follows:

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1 **3303.1 Program development and maintenance.** The owner or owner's authorized agent
2 shall be responsible for the development, implementation and maintenance of an approved,
3 written site safety plan establishing a fire prevention program at the project site applicable
4 throughout all phases of the construction, repair, alteration or demolition work. The plan
5 addresses the requirements of this chapter and other applicable portions of this code, the
6 duties of staff and staff training requirements. When required by the fire code official,
7 the plan shall be submitted and approved before a building permit is issued. Any changes
8 to the plan shall be submitted for approval.

9 **Section 5704.2.9.6.1** is hereby amended to read as follows:

10 **5704.2.9.6.1 Locations where above-ground tanks are prohibited.** Storage of Class I
11 and II liquids in above-ground tanks outside of buildings is prohibited within the limits
12 established by law as the limits of districts in which such storage is prohibited. Above-
13 ground tanks, with a capacity exceeding 660 gallons, outside of buildings shall be installed
14 only in areas zoned industrial or limited industrial and shall be located at least 300 feet
15 from all non-industrial zoned districts. Above-ground tanks outside of buildings in all non-
16 industrial zoned districts shall not exceed 660 gallons in individual capacity or 1,320
17 gallons in aggregate capacity, and tanks outside of buildings used for dispensing shall be
18 listed and labeled as protected above-ground tanks in accordance with UL 2085.

19 **Section 5704.2.13.1.4** is hereby amended by adding the following Subsection 7:

20 * * * *

21 7. Site assessment is required to determine if there are any spills, leaks, or discharge from
22 the tank system. Records of site assessment shall be kept on the site of tank location.

23 **Section 5705.3.7.5.1** is hereby amended by adding the following Exception 2:

Exception: 1. Where natural ventilation can be shown to be effective for the materials
used, dispensed or mixed.

2. When approved by the chief, continuous ventilation may be provided for one complete
air change per hour, if supplemented with mechanical ventilation designed to provide for
a complete air change six times per hour. The non-continuous ventilation equipment and
any lighting fixtures shall be operated by the same switch located outside of the door.

Section 5806.2 is hereby amended to read as follows:

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ORDINANCE NO. _____

1 **5806.2 Limitations** Storage of flammable cryogenic fluids in stationary containers outside
2 of buildings is prohibited within the limits established by law as the limits of districts in
3 which such storage is prohibited. Stationary containers shall be installed only in areas
4 zoned industrial or limited industrial and shall be located at least 300 feet from all non-
5 industrial zoning districts.

6 **Section 6103.2.1.6** is hereby amended to read as follows:

7 **6103.2.1.6 Use with self-contained torch assemblies.** Portable LP-gas containers are
8 allowed to be used to supply approved self-contained torch assemblies or similar
9 appliances. Such containers shall not exceed a water capacity of 2 ½ pounds (1 kg) 12
10 pounds.

11 **Section 6104.2** is hereby amended to read as follows:

12 **6104.2 Maximum capacity within established limits.** Within the limits established by
13 law restricting the storage of liquefied petroleum gas for the protection of heavily populated
14 or congested areas, the aggregate capacity of any one installation shall not exceed 2,000
15 gallons (7570 L). Unprotected tanks with a water capacity exceeding 2,000 gallons shall
16 be installed only in areas zoned industrial or limited industrial and shall be located at least
17 300 feet from all non-industrial zoning districts.

18 **Appendix B "Fire-Flow Requirements for Buildings"** is hereby adopted and enacted in its
19 entirety.

20 **Appendix C "Fire Hydrant Locations and Distribution"** is hereby adopted and enacted in its
21 entirety.

22 **Appendix D "Fire Apparatus Access Roads"** is hereby adopted and enacted in its entirety.

23 **Section D103.1** is hereby deleted in its entirety.

Section 3. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person,
firm or corporation violating an ordinance which is punishable as an infraction shall be punished

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1 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the
2 suspension thereof.

3 Section 4. Effective Date.

4 This ordinance shall be in full force and effect from and after its passage, approval and
5 publication.

6 (SEAL)

7 Timothy J. Mahoney, M.D., Mayor

8 Attest:

9 _____
Steven Sprague, City Auditor

10 First Reading:
11 Second Reading:
12 Final Passage:
13 Publication:
14
15
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23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____



AN ORDINANCE AMENDING SECTION 7-0302 OF ARTICLE 7-03,
OF CHAPTER 7 OF THE FARGO MUNICIPAL CODE RELATING TO
CIVIL SERVICE-RULES AND REGULATIONS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Code; and,

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City shall have the right to implement home rule powers by ordinance; and,

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and,

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 7-0302 of Article 7-03 of Chapter 7 of the Fargo Municipal Code is hereby amended to read as follows:

7-0302. Recruitment. –

* * *

D. Establishment of eligible entrance and promotional employment lists—police and fire departments.

With respect to initial application to the police department, applicants receiving a passing score on competitive examinations and having satisfactorily completed all other requirements shall be placed on a list of eligible applicants for a period of two years provided, however, that the appointing authority may establish the maximum number of eligible applicants as deemed necessary and appropriate.

With respect to initial application to the fire department, applicants receiving a passing score on competitive examinations and having satisfactorily completed all

OFFICE OF THE CITY ATTORNEY
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other requirements shall be placed on a list of eligible applicants for a period of one year provided, however, that ~~such list shall not exceed fifteen (15) candidates~~ the appointing authority may establish the maximum number of eligible applicants as deemed necessary and appropriate.

The appointing authority may request a new competitive examination for initial application to the police and fire departments as deemed necessary and appropriate. In such cases, the list of additional applicants will be consolidated into the existing eligibility list provided, however, that the maximum period of eligibility shall not exceed the maximum eligibility at the time of examination. All candidates undergoing examination shall be bound by the eligibility period at the time of testing and shall forfeit previous list standing.

With respect to promotions within the police and fire departments, applicants receiving a passing score on competitive examinations shall be placed on a list of eligible applicants for promotion for a period of two (2) years or until a new test is required by the appointing authority. The appointing authority may request a new competitive examination as deemed necessary and appropriate. The period of eligibility on a promotional list shall not exceed two years.

* * *

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval.

Attest:

Dr. Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1K

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN MAPLEWOOD ESTATES SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Maplewood Estates Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on October 5, 2021; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 16, 2022,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

All of Maplewood Estates Second Addition to the city of Fargo, Cass County, North Dakota,

is hereby rezoned from "AG", Agricultural, District to "MR-3", Multi-Dwelling Residential, District and to enact a "PUD", Planned Unit Development Overlay, District as follows:

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	Current LDC development standards for MR-3 zone	<i>PUD modifications to MR-3 zone development standards</i>
Residential Density	24 du/ac	<i>Increase to 36 du/ac</i>
Setbacks	Front 25 ft. Rear 20 ft Interior Side 10 ft Street Side 12.5 ft	<i>No change in dimensions requested. Applicant requests the setbacks be designated as: Front (38th St S) Rear (Interstate) Sides (North & South sides)</i>
Building Coverage	35% of total lot area	<i>Increase to 40%</i>
Minimum open space	35% of total lot area	<i>Reduce to 25%</i>
Parking-Residential—Multi-dwelling	2.25 spaces per unit	<i>Modify parking ratio to: Efficiency units 1.5 spaces per unit 1-bedroom units 1.75 spaces per unit 2-bedroom units 2.0 spaces per unit 3-bedroom units 2.25 spaces per unit</i>
Landscaping—Open Space	3 plant units per 1,000 SF of area; 8 sf per unit	<i>Modify requirement for 70% of plant units to be in the front setback to requirement for 40% of plant units to be in the front setback and 30% to be on the east side.</i>

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:

**GAMING SITE AUTHORIZATION**

OFFICE OF ATTORNEY GENERAL

SFN 17996 (02/2018)

2a

G - _____ (____) _____
Site License Number (Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Woody's			
Street 1550 32nd Ave S	City Fargo	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 07/01/2022	Ending Date(s) Authorized 06/30/2023	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Conducted Along North wall of Bar games played in entire bar - excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/31/2022

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

26

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Roundup Saloon			
Street 4501 Urban Plains Dr	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 07/01/2022	Ending Date(s) Authorized 06/30/2023	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Conducted in NW Portion of Bar games played in entire bar area - excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/31/2022

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

20

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Ricks Bar			
Street 2721 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/01/2022	Ending Date(s) Authorized 6/30/2023	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) conducted in s.w. corner of Building games played in entire bar area excluding restrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/31/2022

PRINT Name and official position of person signing on behalf of city/county above
Steve Sprague/City Auditor

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

2d

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location

Bismarck Tavern

Street

522 Broadway

City

Fargo

ZIP Code

58102

County

CASS

Beginning Date(s) Authorized

07/01/2022

Ending Date(s) Authorized

06/30/2023

Number of twenty-one
tables if zero, enter "0": 1

Specific location where games of chance will be
conducted and played at the site (required)

Conducted in NE and SW corners

games played in entire bar area - excluding restrooms

If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)



Bingo



Club Special



Sports Pools



ELECTRONIC Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



ELECTRONIC 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheels with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



ELECTRONIC Pull Tab Device

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/31/2022

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

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**GAMING SITE AUTHORIZATION**OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Sharehouse, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Baymont Inn / Alibi Lounge			
Street 1340 21st Ave S	City Fargo	ZIP Code 58103	County CASS
Beginning Date(s) Authorized 07/01/2022	Ending Date(s) Authorized 06/30/2023	Number of twenty-one tables if zero, enter "0": 4	
Specific location where games of chance will be conducted and played at the site (required) Conducted in SCO Bar Area games played in entire Bar Area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/31/2022

PRINT Name and official position of person signing on behalf of city/county above
Steve Sprague/City Auditor

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RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

2f

G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

North Dakota Association For The Disabled, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Cowboy Jack's			
Street 506 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (If restricted)

Hours of gaming (If restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/31/2022
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

298

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

North Dakota Association For The Disabled, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location O'Kelly's			
Street 3800 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/31/2022
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

2h

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization

North Dakota Association For The Disabled, Inc.

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Bulldog Tap			
Street 4265 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (If restricted)

Hours of gaming (If restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/31/2022
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

2i

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Fraser Ltd.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Space Aliens			
Street 1840 45TH ST S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/22		Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (required) All areas of the establishment, with the exception of the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known n/a			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted) _____ Hours of gaming (if restricted) _____

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/31/2022
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

2j

G - _____ (_____) _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **Fraser Ltd.**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Golf Addiction			
Street 4474 23RD AVE S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) All areas of the establishment, with the exception of the restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known n/a			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
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(2K)

Full, Legal Name of Gaming Organization

VFW Post 762

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location VFW Club			
Street 202 N. Broadway	City Fargo	ZIP Code ND	County Cass
Beginning Date(s) Authorized July 1 2022	Ending Date(s) Authorized June 30 2023	Number of twenty-one tables if zero, enter "0":	
Specific location where games of chance will be conducted and played at the site (required) Main bar area - Excluding Bathrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

22

G - _____ () _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Metro Sports Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location

Country Inn + Suites

Street

3316 13th Ave S

City

Fargo

ZIP Code

58103

County

Cass

Beginning Date(s) Authorized

7-7-22

Ending Date(s) Authorized

6-30-23

Number of twenty-one
tables if zero, enter "0": *0*

Specific location where games of chance will be
conducted and played at the site (required)

2 on southwest wall + 3 on northwest wall

If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/31/2022

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

2m

G - _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Metro Sports Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Brewtus Clubhouse			
Street 4400 Clubhouse Dr	City Fargo	ZIP Code ND	County Cass
Beginning Date(s) Authorized 7-1-22	Ending Date(s) Authorized 6-30-23	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) East side wall . middle wall between doors			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/31/2022
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

2W

G - _____ () _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Metro Sports Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Mexican Village			
Street 3155 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7-1-22	Ending Date(s) Authorized 6-30-23	Number of twenty-one tables If zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) left wall of main entrance of bar			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

20

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

Metro Sport Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <i>Scheels Arena</i>			
Street <i>5225 31st AVE S</i>	City <i>Fargo</i>	ZIP Code <i>58104</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>7-1-22</i>	Ending Date(s) Authorized <i>6-30-27</i>		Number of twenty-one tables if zero, enter "0": <i>0</i>
Specific location where games of chance will be conducted and played at the site (required) <i>Lobby</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <i>Fargo Force games & any other unscheduled raffle drawings determined by ms</i>			
RESTRICTIONS (City/County Use Only)			
Days of week of gaming operations (if restricted)		Hours of gaming (if restricted)	
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)			
<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools	
<input checked="" type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One	
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker	
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas	
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets	
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table	
<input type="checkbox"/> ELECTRONIC Pull Tab Device			
APPROVALS			
Attorney General		Date	
Signature of City/County Official		Date <i>5/31/2022</i>	
PRINT Name and official position of person signing on behalf of city/county above <i>Steve Sprague/City Auditor</i>			

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**GAMING SITE AUTHORIZATION**
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

2P

Full, Legal Name of Gaming Organization

Metro Sports Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Radisson Blv			
Street 201 5th St N	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7-1-22	Ending Date(s) Authorized 6-30-23		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (required) Southeast corner of Level 2 Bar on second floor			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input checked="" type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

5/31/2022

PRINT Name and official position of person signing on behalf of city/county above

Steve Sprague/City Auditor

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GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

29

Full, Legal Name of Gaming Organization

Metro Sports Foundation

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location <i>Twin Peak</i>			
Street <i>1515 42nd St S</i>	City <i>Fargo</i>	ZIP Code <i>58103</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>7-1-22</i>	Ending Date(s) Authorized <i>6-30-23</i>		Number of twenty-one tables if zero, enter "0": <i>1</i>
Specific location where games of chance will be conducted and played at the site (required) <i>South east wall & middle south wall</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date <i>5/31/2022</i>
PRINT Name and official position of person signing on behalf of city/county above <i>Steve Sprague/City Auditor</i>	

INSTRUCTIONS:

1. City/County-Retain a **copy** of the Site Authorization for your files.
2. City/County-Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

3a

CC
25.00
5/18/22

Applying for (check one)	
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be Conducted	
<input type="checkbox"/> Raffle by a Political or Legislative District Party	
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.

Name of Organization or Group of People permit is issued to UND Alumni Association & Foundation	Dates of Activity 6/22/22	If raffle, provide drawing date 6/22/22	
Organization or Group Contact Person Keeley Useldinger	Title or Position Events Coord.	Telephone Number (701) 777-6711	
Business Address 3501 University Avenue Stop 8157	City Grand Forks	State ND	ZIP Code 58202
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Rose Creek Golf Course			
Site Address 1500 E Rose Creek Pkwy S	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Mini Volleyball	10
Raffle	Clothing - Full zip (1) Quarter zip (2) T-shirts (8) Shorts (1)	530
Raffle	Accessories - Hat (2) Visor (1)	51
Raffle	Hockey Stick	50
Raffle	Sleeves of Golf Balls (3)	150
Total (limit \$40,000 per year)		791

Intended Uses of Gaming Proceeds to benefit Athletic Scholarships at the University of North Dakota	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)	
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: 12,022 (This amount is part of the total prize limit of \$40,000 per year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Organization or Group Contact Person

Name Kristie Hunt	Title Controller	Telephone Number 701-777-6679	E-mail Address kristieh@undalumni.net
Signature of Organization or Group's Top Official <i>Nancy Pedersen</i>		Title VP of Finance	Date 5/17/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

(36)

CC
25.00
5/25/22

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☒ Raffle☐ Raffle Board☐ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.**

Name of Organization or Group of People permit is issued to River Keepers	Dates of Activity	If raffle, provide drawing date June 13, 2022	
Organization or Group Contact Person Christine Holland	Title or Position Executive Director	Telephone Number 701.235.2895	
Business Address 1120 28th Ave. N., Ste. B	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Edgewood Golf Course			
Site Address 19 Golf Course Rd	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
raffle	50/50	1000.00
Total (limit \$40,000 per year)		1000.00

Intended Uses of Gaming Proceeds

To advocate for safe and sustainable use of the Red River.

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

☐ Yes ☒ No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)

☐ Yes ☒ No

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)

☐ No ☒ Yes - Total Retail Value: 1346.00

(This amount is part of the total prize limit of \$40,000 per year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.,

☐ Yes ☒ No

Organization or Group Contact Person

Name Christine Holland	Title Executive Director	Telephone Number 701.235.2895	E-mail Address christine@riverkeepers.org
Signature of Organization or Group's Top Official 		Title Executive Director	Date 5/25/2022

REPORT OF ACTION

(4)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-22-C1 (6228)

Type: Amendment #3

Location: Drain 27

Date of Hearing: 5/23/2022

RoutingDate

City Commission

5/31/2022

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to Amendment #3 in the amount of \$20,000.00. This amendment is for additional engineering services.

Staff is recommending approval of Amendment #3 in the amount of \$20,000.00, bringing the total contract amount to \$952,914.00.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #3 in the amount of \$20,000.00, bringing the total contract amount to \$952,914.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Vacant, Finance Director

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: PWPEC

From: Jody Bertrand, Division Engineer

Date: 5/23/2022

Re: Project No. FM-22-C1 (6228) – Drain 27 Flood Risk Management Project
Contract Amendment #3 Request

Background:

City Project No. FM-22-C1 (6228) was initiated in July of 2013 through an agreement with Houston Engineering. Through the final project development phase, Houston Engineering incurred additional engineering services costs for the following items:

- Utility changes; Water main and storm sewer alignment modifications (precast structure issues)
- LS #55 modifications for the existing sanitary sewer crossing
- Production of additional easement documents for the existing street and utility crossings
- Catwalk layout changes Lift Station #56 (maintenance department request)
- Landscaping/Tree planting plan

The proposed amount of Contract Amendment #3 is \$20,000.00. The attached document has the engineering services items identified for the design and project development costs from Houston Engineering.

Recommend Motion:

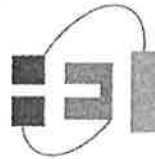
Approve Contract Amendment #3 submitted by Houston Engineering in the amount of \$20,000.00, which would bring the Engineering Services contract total amount to \$952,914.00.

Fargo Corporate Office

701,237,5065

701,237,5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

ENGINEERING SERVICES AGREEMENT

AMENDMENT NO. 3

Project: City of Fargo Project No. (FM-22-C1)
Formerly City of Fargo Project No. 6228 (FM-14-71)
Drain 27 Flood Risk Management Project
(Interstate 29 to 42nd Street South)
HE Project No. 6059-0062

Client: City of Fargo Engineering
225 4th St N
Fargo, ND 58102
Phone (701) 241-1545

**Location
of Project:** City of Fargo, Cass County, North Dakota

**Description
of Work:** This contract amendment addresses additional services provided as a result of design changes completed prior to rebidding the project and additional survey/property acquisition support.

Additional design services generally include changes to the geometric layout of Lift Station #55, catwalk revisions for Lift Station #56, changes to planting plans, storm sewer modifications based on precast product supplier input, and modifications to proposed watermain improvements. HEI also assisted the City in acquiring easements from Southeast Cass Water Resource District for the proposed storm sewer outfalls and for a general street and utility easement for the 42nd St crossing of Drain 27, including field survey and development of easement descriptions and easement exhibits

Basis of Proposal

This amendment only covers the services as described above. Specifically, the amendment includes additional tasks due to changes completed during project development. Services will continue to be provided on an hourly basis as per the original contract. This additional fee is estimated to cover the costs as described in the previous paragraph, with additional amendments required for additional work outside of these extents.

Bismarck P 701,323,0200 F 701,323,0300

Maple Grove P 763,493,4522 F 763,493,5572

Minot

701,852,7931 F 701,858,5655

Thief River Falls

218,681,2951 F 218,681,2987



Page 2

Fee:

The total fee to complete the above-described tasks is **\$20,000**. An amendment to the contract is requested for consideration equal to the cost to complete the additional work. Additional work required beyond the scope listed above will be billed at our current hourly rates. Tasks will be performed in accordance with our current hourly rates in the year services are provided.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above-described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: _____

Title: _____

Date: _____

Proposal: Houston Engineering, Inc.Signature: *Dale Blodau*Title: Project ManagerDate: 5/12/2022H:\UBN\6000\6059\13_6059_06211-Phase 010\PM\20220512 - Phase 10 - Amendment for 2022 Rebid Design Overruns\Drawn 27 West Flood Risk Management Project Design and Construction Amendment No 3 - 2022-05-12.docx

REPORT OF ACTION

5

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-16-J0

Type: Amendment #2

Location: North Broadway Bridge

Date of Hearing: 5/23/2022

RoutingDate

City Commission

5/31/2022

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Traffic Division Engineer, Jeremy Gorden, regarding Amendment #2 submitted by SRF Consulting Group in the amount of \$36,284.00 for plans and specifications, administration, and permits for the bridge removal.

Staff is recommending approval of Amendment #2 in the amount of \$36,284.00, bringing the total contract amount to \$235,691.00 (\$123,835.50 City/ \$111,855.50 Clay County).

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Amendment #2 to SRF Consulting Group.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #2 in the amount of \$36,284.00 bringing the total contract amount to \$235,691.00 (\$123,835.50 City/ \$111,855.50 Clay County) to SRF Consulting Group.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: COF & Clay County Hwy Dept

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

N/A

COMMITTEE

Present Yes No Unanimous

Tim Mahoney, Mayor

☒☒☐☒

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

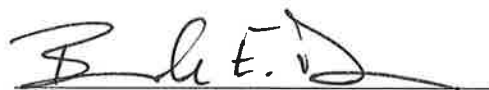
Brenda Derrig, City Engineer

☒☒☐

Vacant, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Date: May 12, 2022
Re: Project No. MS-16-J0 – Amendment No. 2
Consulting Engineering Service Contract with SRF Consulting Group – North Broadway Bridge

Background:

I am requesting approval of the subject request (attached), from Jamison Beisswenger with the SRF Consulting Group, for an additional \$36,284 in engineering fees. This request covers additional services as follows:

1. Project Administration
2. Bridge Removal Plans & Special Provisions
3. Hydraulic Analysis & Permits
4. Environmental Analysis & Permits
5. Design Support during Construction

The current contract value is \$199,407. If this \$36,284 amendment request is approved, the total contract value will be \$235,691. The Fargo share of the project will be \$123,835.50, and the Clay County share will be \$111,855.50. The reason for the price difference is due to our geotechnical work investigating the approach on the Fargo side of the river.

Recommended Motion:

Approval of the Contract Amendment #2 to the SRF Consulting Group in the amount of \$36,284.

JMG/klb
Attachment

SRF Consulting Group, Inc.

Client: City of Fargo, ND

Project: Fargo North Broadway Bridge Evaluation

Work Tasks and Person-Hour Estimates

Subconsultants: No subconsultants for Amendment 2

TASK NO. SUMMARY OF TASKS

- 1.0** Project Administration
- 2.0** Bridge Removal Plans & Special Provisions
- 3.0** Hydraulic Analysis and Permits
- 4.0** Environmental Analysis & Permits
- 5.0** Design Support During Construction

Project Overview:

This is the second amendment to the monitoring work, performed by SRF for the North Broadway Bridge over the Red River. This amendment covers tasks associated with plans, technical specifications, and permitting assistance for the removal of the North Broadway Bridge.



10466

Work Tasks and Person-Hour Estimates



10466

SRF Consulting Group, Inc.

Client: City of Fargo, ND

Project: Fargo North Broadway Bridge Evaluation

Subconsultants: No subconsultants for Amendment 2

TASK NO.	TASK DESCRIPTION	PROF. VII/III	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
1.0	Project Administration											
	Assumptions:											
	Assumes 1 hour/week for 8 weeks											
1.1	General project management includes staff assignments, invoicing, etc.	8	-	-	-	-	-	-	-	-	8	\$1,768.00
	SUBTOTAL - TASK 1	8	0	0	0	0	0	0	0	0	8	\$1,768.00
2.0	Bridge Removal Plans & Special Provisions											
	Assumptions:											
	- Plans and specifications will be in MnDOT format											
	- Plans will be created in Microstation (PowerGeopak) format.											
	- Grading plans will consist of furnishing and installing jersey barriers, saw cutting pavement and reseeding.											
	- Traffic control will be by others.											
	- Up to 3 plan sheets will be required.											
	- Front end specifications and Division S will be developed by others											
	- Only Division S8 special provisions will be developed by SRF											
	- Hazardous Materials Survey to be completed by others.											
	- Storm Water Pollution Prevention Plan to be completed by the construction contractor as part of their means and methods.											
2.1	Develop bridge removal plans for the North Broadway Bridge over the Red River. The plans will show removal constraints based on the current condition of the bridge (related to pier 4) and hydraulic requirements dictated by regulatory agencies.	2	-	16	-	-	-	-	-	-	26	\$4,154.00
2.2	Develop grading plans for the portion North Broadway Drive and County Road 1 that will be disturbed by the bridge removal.	2	-	12	-	-	-	-	-	-	22	\$3,462.00
2.3	Develop Division S8 special provisions.	2	-	8	-	-	-	-	-	-	10	\$1,826.00
	SRF Deliverables:											
	- Bridge Removal and Grading plans											
	- Division S8 special provisions											
	SUBTOTAL - TASK 2	6	0	36	0	0	0	0	18	0	58	\$9,442.00
3.0	Hydraulic Analysis and Permits											
	Assumptions:											
	- FEMA regulatory model is available and adequate to assess removal impacts											
	- FEMA coordination required for Zone AE work. This is accomplished through MnDNR, Clay County, and Fargo.											
	- Temporary stage impacts must be determined and coordinated with regulatory agencies.											
	- FEMA CLOMR/LOMR not included.											
	- Permit fees to be paid by Clay County or the City of Fargo as required.											

Work Tasks and Person-Hour Estimates



SRF Consulting Group, Inc.

Client: City of Fargo, ND

Project: Fargo North Broadway Bridge Evaluation

Subcontractor: No subconsultants for Amendment 2

10466

TASK NO.	TASK DESCRIPTION	PROF. VIII/VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
3.1	Obtain model and review for appropriateness for application	2	-	4	-	-	-	-	-	-	6	\$1,134.00
3.2	Assess impacts of anticipated removal methods and set temporary stage	4	-	8	-	2	-	-	-	-	14	\$2,516.00
3.3	Increase limits	-	-	-	-	-	-	-	-	-	-	-
3.3	Coordinate bridge special provisions	2	-	4	-	-	-	-	-	-	6	\$1,134.00
3.4	Sovereign Lands permit coordination and application	4	-	8	-	4	-	-	-	-	16	\$2,764.00
3.5	MPARS permit coordination and application. Includes MnDNR Floodplain coordination	4	-	8	-	-	-	-	-	-	12	\$2,288.00
3.6	Clay County floodplain administrator coordination and permit / concurrence	2	-	6	-	2	-	-	-	-	10	\$1,728.00
3.7	City of Fargo Floodplain Development coordination and permit	2	-	4	-	2	-	-	-	-	8	\$1,382.00
3.8	Client coordination (assume two conference calls)	3	-	3	-	-	-	-	-	-	6	\$1,182.00
SRF Deliverables:												
- Sovereign Lands permit												
- MPAARS permit												
- Clay County floodplain permit / concurrence												
- City of Fargo Floodplain Development permit												
SUBTOTAL - TASK 3		23	0	45	0	10	0	0	0	0	78	\$14,108.00
4.0 Environmental Analysis & Permits												
Assumptions:												
A Level 1 wetland delineation will be accepted by the agencies for permitting as the schedule doesn't allow for a Level 2 field delineation.												
A USACE nationwide permit or regional general permit will apply.												
A Section 401 water quality certification general permit will apply.												
No critical habitat or listed species, including Northern long eared bats, are present in the project area.												
The Red River has no special use designation or restrictions that would prohibit removal of the bridge within the project schedule.												
Disposal of bridge materials will be managed by the client in line with regulatory requirements.												
No consultation with US Fish and Wildlife Service regarding listed species, or with the State Historic Preservation Office regarding cultural resources, will be needed.												
No federal funds so no CATEX needed; project doesn't meet the requirements for a mandatory EAW, no environmental document or ENM needed.												
Client Deliverables:												
GIS files as available of the project area												
Copies of any USACE or DNR permits received during bridge construction												
Copies of any evaluation of sediments for presence of toxic or regulated materials.												
4.1	Determine permitting requirements	-	2	-	-	-	-	-	-	-	4	\$638.00
4.2	Complete and submit USACE Nationwide permit Pre-construction notification using preliminary design drawings and construction details	-	2	-	2	-	16	-	16	-	34	\$4,372.00

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.

Client: City of Fargo, ND

Project: Fargo North Broadway Bridge Evaluation

Subconsultants: No subconsultants for Amendment 2

TASK NO.

TASK DESCRIPTION

4.3

Document compliance with Section 401 Water Quality Certification general permit

4.4

Discuss permitting assumptions and requirements with USACE

SRF Deliverables:

USACE Pre-construction Notification

Documentation of permitting requirements

SUBTOTAL - TASK 4

5.0

Design Support During Construction

Assumptions:

- * Administration of the bid documents and bidding process will be performed by others.
- * Construction inspection/administration will be performed by others.
- * Design support will be provided for RFI's, technical support during construction, and substantial review.
- * Submittals are assumed to include bridge demolition plan and storm water pollution prevention plan.
- * Assumes up to 3 reviews for each submittal listed in the Division SB special provisions.
- * Assumes no site visits will be required.

5.1

Design Support during construction

SUBTOTAL - TASK 5

TOTAL ESTIMATED PERSON-HOURS

AVERAGE HOURLY BILLING RATE

ESTIMATED LABOR AND OVERHEAD

SRF ESTIMATED DIRECT NON-SALARY EXPENSES

PROF. VIII

PROF. VI

PROF. V

PROF. IV

PROF. III

PROF. II

PROF. I

TECH.

SUPPORT

TOTALS

EST. FEE

10466

[SRF]

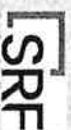
TOTAL ESTIMATED FEE (SRF and Subconsultants combined)

\$36,284.00

SUBTOTAL: (SRF Labor and Expenses) \$36,284.00

SUBCONSULTANTS: \$0.00

Work Tasks and Person-Hour Estimates



SRF Consulting Group, Inc.

Client: City of Fargo, ND

Project: Fargo North Broadway Bridge Evaluation

Subconsultant: No subconsultants for Amendment 2

10466

TASK NO.	TASK DESCRIPTION	PROF. VIII/II	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
SUMMARY OF COSTS:												
1	Project Administration	\$ 1,768.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,768.00	\$1,768.00
2	Bridge Removal Plans & Special Provisions	\$ 1,326.00	\$ -	\$ 6,228.00	\$ -	\$ -	\$ -	\$ -	\$ 1,898.00	\$ -	\$ 9,452.00	\$9,452.00
3	Hydraulic Analysis and Permits	\$ 5,083.00	\$ -	\$ 7,785.00	\$ -	\$ 1,240.00	\$ -	\$ -	\$ -	\$ -	\$ 14,108.00	\$14,108.00
4	Environmental Analysis & Permits	\$ -	\$ 1,068.00	\$ -	\$ 3,102.00	\$ -	\$ 1,760.00	\$ -	\$ -	\$ -	\$ 5,930.00	\$5,930.00
5	Design Support During Construction	\$ 884.00	\$ -	\$ 4,152.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,036.00	\$5,036.00
TOTALS		\$9,061.00	\$1,068.00	\$18,165.00	\$3,102.00	\$1,240.00	\$1,760.00	\$0.00	\$1,898.00	\$0.00	\$36,284.00	\$36,284.00

SUMMARY OF HOURS:												
1	Project Administration	PROF. VIII/II	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	
2	Bridge Removal Plans & Special Provisions	8	-	-	-	-	-	-	16	-	8	58
3	Hydraulic Analysis and Permits	23	-	36	-	-	-	-	10	-	78	78
4	Environmental Analysis & Permits	-	6	45	-	-	-	-	-	-	44	44
5	Design Support During Construction	4	-	24	-	-	-	-	-	-	28	28
TOTALS		41	6	105	22	10	16	0	16	0	216	



May 25, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-19-C1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 25, 2022, for Woodcrest Flood Risk Management, Project No. FM-19-C1, located 119 South Woodcrest Drive North and ending at 150 North Woodcrest Drive North.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than \$50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

<u>Company</u>	<u>General</u>	<u>Electrical</u>	<u>Combined</u>
Industrial Builders, Inc	\$4,136,938.70	-	-
CC Steel, LLC	\$4,408,561.50	-	-
ICS, Inc	\$4,551,413.00	-	-
John's Refrigeration & Electric, Inc	-	Not Opened	-

Original Engineer's Estimate \$ 3,960,902.75

The special assessment escrow is not required.

As a result of the bids received, this office recommends award of the General Construction contract to Industrial Builders, Inc. in the amount of \$4,136,938.70 as the lowest and best bid.

No valid bids were received for the Electrical Construction contract. In accordance with North Dakota Century Code Section 48-01.2-06, this office is recommending to attempt to negotiate a contract amendment with Industrial Builders, Inc., up to an additional \$150,000, for electrical work on this project. Should no agreement be reached, we would then readvertise for the electrical portion only.

No Combined bids were received.

Recommended Motion:

Engineering staff is recommending award of the General Construction contract to Industrial Builders, Inc. in the amount of \$4,136,938.70 as the lowest and best bid received for General Construction and to negotiate a contract amendment, up to an additional \$150,000, for the electrical work. Should no agreement be reached, this office recommends to readvertise for the electrical portion only. Award shall be contingent upon approval of the North Dakota Department of Environmental Quality.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-19-C1

Woodcrest Flood Risk Management Project

Starting at 119 South Woodcrest Drive North and ending at 150 North Woodcrest Drive North.

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Woodcrest Flood Risk Management Project Project # FM-19-C1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Phase 1 Sanitary Sewer					
1	F&I Manhole 4' Dia Reinf Conc	EA	1.00	\$ 8,774.00	\$ 8,774.00
2	Remove Manhole	EA	1.00	\$ 1,300.00	\$ 1,300.00
3	Remove Pipe All Sizes All Types	LF	207.00	\$ 38.00	\$ 7,866.00
4	F&I Pipe SDR 26 - 6" Dia PVC	LF	8.00	\$ 56.00	\$ 448.00
5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	53.00	\$ 94.00	\$ 4,982.00
6	Connect Sewer Service	EA	1.00	\$ 1,200.00	\$ 1,200.00
Phase 1 Sanitary Sewer Total					\$ 24,570.00
Phase 1 Water Main					
7	F&I Fittings Ductile Iron	LB	164.00	\$ 14.00	\$ 2,296.00
8	F&I Hydrant	EA	1.00	\$ 7,600.00	\$ 7,600.00
9	Salvage Hydrant	EA	1.00	\$ 3,000.00	\$ 3,000.00
10	Connect Pipe to Exist Pipe	EA	1.00	\$ 1,605.00	\$ 1,605.00
11	Remove Pipe All Sizes All Types	LF	295.00	\$ 38.00	\$ 11,210.00
12	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	31.00	\$ 56.00	\$ 1,736.00
13	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	83.00	\$ 70.00	\$ 5,810.00
14	F&I Gate Valve 6" Dia	EA	1.00	\$ 2,675.00	\$ 2,675.00
15	F&I Gate Valve 8" Dia	EA	1.00	\$ 3,100.00	\$ 3,100.00
16	F&I Pipe 1" Dia Water Service	LF	24.00	\$ 35.00	\$ 840.00
17	F&I Pipe w/GB 1" Dia Water Service	LF	24.00	\$ 72.00	\$ 1,728.00
18	F&I CS & Box 1" Dia	EA	1.00	\$ 955.00	\$ 955.00
19	Connect Water Service	EA	1.00	\$ 700.00	\$ 700.00
Phase 1 Water Main Total					\$ 43,255.00
Phase 1 Storm Sewer					
20	F&I Manhole 4' Dia Reinf Conc	EA	1.00	\$ 6,850.00	\$ 6,850.00
21	F&I Manhole 8' Dia Reinf Conc	EA	3.00	\$ 36,400.00	\$ 109,200.00
22	Remove Manhole	EA	2.00	\$ 700.00	\$ 1,400.00
23	F&I Inlet - Manhole (MHI) 8' Dia Reinf Conc	EA	2.00	\$ 36,400.00	\$ 72,800.00
24	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	\$ 4,400.00	\$ 8,800.00
25	F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	\$ 2,460.00	\$ 4,920.00
26	Remove Inlet	EA	1.00	\$ 600.00	\$ 600.00
27	F&I Lift Station	LS	1.00	\$ 1,547,700.00	\$ 1,547,700.00
28	Remove Outfall	EA	1.00	\$ 9,100.00	\$ 9,100.00
29	Plug Pipe 60" Plus Dia	EA	1.00	\$ 1,605.00	\$ 1,605.00
30	F&I Pipe 15" Dia	LF	122.00	\$ 64.00	\$ 7,808.00
31	F&I Pipe 15" Dia Reinf Conc	LF	134.00	\$ 75.00	\$ 10,050.00

32	F&I Pipe 60" Dia Reinf Conc	LF	456.00	\$	700.00	\$	319,200.00
33	Remove Pipe All Sizes All Types	LF	486.00	\$	60.00	\$	29,160.00
34	F&I Pipe w/GB 12" Dia Reinf Conc	LF	45.00	\$	104.00	\$	4,680.00
35	F&I Pipe w/GB 15" Dia Reinf Conc	LF	61.00	\$	113.00	\$	6,893.00
36	F&I Pipe w/GB 18" Dia Reinf Conc	LF	16.00	\$	118.00	\$	1,888.00
37	F&I Pipe w/GB 60" Dia Reinf Conc	LF	126.00	\$	920.00	\$	115,920.00
38	F&I Rip Rap Rock	CY	654.00	\$	162.00	\$	105,948.00
39	F&I Flared End Section 60" Dia Reinf Conc	EA	1.00	\$	13,910.00	\$	13,910.00
Phase 1 Storm Sewer Total							\$ 2,378,432.00
Phase 1 Paving							
40	Remove Pavement All Thicknesses All Types	SY	1570.00	\$	18.00	\$	28,260.00
41	Subgrade Preparation	SY	1152.00	\$	3.00	\$	3,456.00
42	F&I Woven Geotextile	SY	1686.00	\$	3.00	\$	5,058.00
43	F&I Class 5 Agg - 8" Thick	SY	1152.00	\$	14.00	\$	16,128.00
44	F&I Crushed Conc - 9" Thick	SY	329.00	\$	16.00	\$	5,264.00
45	F&I Edge Drain 4" Dia PVC	LF	310.00	\$	15.00	\$	4,650.00
46	F&I Curb & Gutter Mountable (Type I)	LF	310.00	\$	36.00	\$	11,160.00
47	Remove Curb & Gutter	LF	435.00	\$	19.00	\$	8,265.00
48	F&I Pavement 8" Thick Reinf Conc	SY	329.00	\$	111.00	\$	36,519.00
49	F&I Sidewalk 4" Thick Reinf Conc	SY	24.00	\$	90.00	\$	2,160.00
50	F&I Driveway 6" Thick Reinf Conc	SY	251.00	\$	94.00	\$	23,594.00
51	Remove Driveway All Thicknesses All Types	SY	37.00	\$	33.00	\$	1,221.00
52	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	322.00	\$	140.00	\$	45,080.00
Phase 1 Paving Total							\$ 190,815.00
Phase 1 Miscellaneous							
53	Mobilization	LS	1.00	\$	200,000.00	\$	200,000.00
54	F&I Swing Gate	EA	2.00	\$	2,810.00	\$	5,620.00
55	F&I Fence Ornamental	LF	89.00	\$	123.00	\$	10,947.00
56	Remove Fence	LF	205.00	\$	6.50	\$	1,332.50
57	F&I Gate	EA	1.00	\$	5,470.00	\$	5,470.00
58	Temp Fence - Safety	LF	700.00	\$	24.00	\$	16,800.00
59	Temp Mailbox	LS	1.00	\$	315.00	\$	315.00
60	Relocate Mailbox	EA	1.00	\$	365.00	\$	365.00
61	Clear & Grub	LS	1.00	\$	8,000.00	\$	8,000.00
62	Remove Tree	EA	61.00	\$	520.00	\$	31,720.00
63	Stormwater Management	LS	1.00	\$	1,800.00	\$	1,800.00
64	Silt Curtain	LF	75.00	\$	27.00	\$	2,025.00
65	Temp Construction Entrance	EA	1.00	\$	4,300.00	\$	4,300.00
66	Silt Fence - Standard	LF	283.00	\$	5.00	\$	1,415.00
67	Inlet Protection - New Inlet	EA	5.00	\$	220.00	\$	1,100.00
68	Inlet Protection - Existing Inlet	EA	3.00	\$	160.00	\$	480.00
69	Remove Landscaping	LS	1.00	\$	3,200.00	\$	3,200.00
70	Traffic Control - Type 1	LS	1.00	\$	1,100.00	\$	1,100.00
71	F&I Conif Tree Varying Height	EA	5.00	\$	700.00	\$	3,500.00
72	F&I Decid Tree 1" Dia	EA	121.00	\$	350.00	\$	42,350.00
73	F&I Retaining Wall	SF	519.00	\$	152.00	\$	78,888.00
Phase 1 Miscellaneous Total							\$ 420,727.50
Phase 1 Flood Mitigation							

74	Topsoil - Strip	CY	13100.00	\$	4.50	\$	58,950.00
75	Topsoil - Spread	CY	2110.00	\$	6.50	\$	13,715.00
76	Fill - Import	CY	13950.00	\$	15.50	\$	216,225.00
77	Fill - Haul	CY	6435.00	\$	10.00	\$	64,350.00
78	Excavate & Haul - Excess Material	CY	600.00	\$	7.00	\$	4,200.00
79	Embankment	CY	815.00	\$	10.00	\$	8,150.00
80	Fill - Random	CY	4555.00	\$	7.50	\$	34,162.50
81	Excavation	CY	905.00	\$	6.50	\$	5,882.50
82	Seeding Type C	SY	21815.00	\$	0.56	\$	12,216.40
83	Overseeding	SY	21815.00	\$	0.15	\$	3,272.25
84	Weed Control Type B	SY	21815.00	\$	0.08	\$	1,745.20
85	Inspection Trench	CY	915.00	\$	11.00	\$	10,065.00
Phase 1 Flood Mitigation Total						\$	432,933.85
Phase 1 Flood Mitigation - Mulching Type 1A							
86	Mulching Type 1 Hydro	SY	13450.00	\$	0.60	\$	8,070.00
Phase 1 Flood Mitigation - Mulching Type 1A Total						\$	8,070.00
Phase 1 Flood Mitigation - Mulching Type 1B							
87	Mulching Type 1 Hydro	SY	8365.00	\$	1.65	\$	13,802.25
Phase 1 Flood Mitigation - Mulching Type 1B Total						\$	13,802.25
Phase 2 Storm Sewer							
88	F&I Pipe SDR 26 - 6" Dia PVC	LF	8.00	\$	265.00	\$	2,120.00
89	F&I Manhole 4' Dia Reinf Conc	EA	1.00	\$	6,500.00	\$	6,500.00
90	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	3.00	\$	5,900.00	\$	17,700.00
91	F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	\$	2,300.00	\$	6,900.00
92	F&I Pipe 15" Dia	LF	645.00	\$	66.00	\$	42,570.00
Phase 2 Storm Sewer Total						\$	75,790.00
Phase 2 Paving							
93	F&I Sidewalk 4" Thick Reinf Conc	SY	40.00	\$	124.00	\$	4,960.00
94	Remove Sidewalk All Thicknesses All Types	SY	67.00	\$	18.00	\$	1,206.00
95	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	129.00	\$	120.00	\$	15,480.00
96	Casting to Grade - no Conc	EA	3.00	\$	1,200.00	\$	3,600.00
Phase 2 Paving Total						\$	25,246.00
Phase 2 Miscellaneous							
97	F&I Swing Gate	EA	5.00	\$	2,790.00	\$	13,950.00
98	F&I Fence Ornamental	LF	217.00	\$	105.00	\$	22,785.00
99	Remove Fence	LF	510.00	\$	6.00	\$	3,060.00
100	Temp Fence - Safety	LF	830.00	\$	9.00	\$	7,470.00
101	Rem & Repl Landscaping	LS	1.00	\$	2,500.00	\$	2,500.00
102	Clear & Grub	LS	1.00	\$	6,000.00	\$	6,000.00
103	Remove Tree	EA	37.00	\$	450.00	\$	16,650.00
104	Stormwater Management	LS	1.00	\$	100.00	\$	100.00
105	Temp Construction Entrance	EA	1.00	\$	4,000.00	\$	4,000.00
106	Silt Fence - Standard	LF	577.00	\$	4.00	\$	2,308.00
107	Inlet Protection - New Inlet	EA	6.00	\$	200.00	\$	1,200.00
108	Remove Landscaping	LS	1.00	\$	6,000.00	\$	6,000.00
109	F&I Decid Tree 1" Dia	EA	73.00	\$	320.00	\$	23,360.00
110	F&I Decid Tree 4" Dia	EA	1.00	\$	875.00	\$	875.00
111	F&I Retaining Wall	SF	1033.00	\$	145.00	\$	149,785.00

Phase 2 Miscellaneous Total \$ 260,043.00

Phase 2 Flood Control

112	Topsoil - Strip	CY	5565.00	\$	4.10	\$	22,816.50
113	Topsoil - Spread	CY	1025.00	\$	5.90	\$	6,047.50
114	Fill - Import	CY	10755.00	\$	14.50	\$	155,947.50
115	Fill - Haul	CY	1120.00	\$	9.60	\$	10,752.00
116	Excavate & Haul - Excess Material	CY	400.00	\$	6.10	\$	2,440.00
117	Embankment	CY	1155.00	\$	9.20	\$	10,626.00
118	Fill - Random	CY	3420.00	\$	5.90	\$	20,178.00
119	Excavation	CY	1285.00	\$	7.70	\$	9,894.50
120	Seeding Type C	SY	9905.00	\$	0.55	\$	5,447.75
121	Overseeding	SY	9905.00	\$	0.15	\$	1,485.75
122	Weed Control Type B	SY	9905.00	\$	0.07	\$	693.35
123	Inspection Trench	CY	575.00	\$	10.30	\$	5,922.50
Phase 2 Flood Control Total							\$ 252,251.35

Phase 2 Flood Mitigation - Mulching Type 1A

124	Mulching Type 1 Hydro	SY	4350.00	\$	0.55	\$	2,392.50
Phase 2 Flood Mitigation - Mulching Type 1A Total							\$ 2,392.50

Phase 2 Flood Mitigation - Mulching Type 1B

125	Mulching Type 1 Hydro	SY	5555.00	\$	1.55	\$	8,610.25
Phase 2 Flood Mitigation - Mulching Type 1B Total							\$ 8,610.25

Total Construction in \$ \$ 4,136,938.70

Contingency	10.00%	\$	413,693.87
Permanent ROW and Easements		\$	1,602,000.00
Utility Relocations		\$	106,226.18
Outside Engineering		\$	500,000.00
Total Estimated Costs		\$	6,758,858.75
Sales Tax Funds - Flood Control - 460		\$	6,758,858.75
Unfunded Costs		\$	-

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 5/25/2022



Tom Knakmuhs
Assistant City Engineer



(7)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Right of Way Use Agreement

Location: 14th & 14 ½ St from 1st Ave and NP Ave

Date of Hearing: 5/23/2022

Routing	<u>Date</u>
City Commission	<u>5/31/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a Right of Way Use Agreement with J-Street Properties for redevelopment between 14th and 14 ½ Street from 1st Avenue and NP Avenue.

The City has been working with the Developer to enter into a Right of Way Use Agreement. The overall duration of impact to the City's Right of Way is until September 30, 2023. Per the agreement, the Developer will be allowed intermittent closures of sidewalk on the south side of 1st Avenue adjacent to the development. The Developer will also be required to provide unrestricted access to the City for the construction of the roadway and installation of water main, storm and sanitary on 14 ½ Street North between NP and 1st Avenue scheduled for the summer of 2022.

Staff is recommending approval of the Right of Way Use Agreement.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Right of Way Use Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: May 18, 2022
Re: Right of Way Use Agreement for J-Street Properties

Background:

As part of the redevelopment between 14th and 14th ½ Street from 1st Avenue and NP Avenue, the Developer has been working with the City to enter into a Right of Way Use Agreement. The overall duration of impact to the City's Right of Way is until September 30, 2023. Attached you will find the agreement for your review.

The following are some highlighted points of the agreements:

- Developer will be allowed intermittent closures of sidewalk on the south side of 1st Avenue adjacent to the development.
- Developer will be required to provide unrestricted access to the City for the construction of the roadway and installation of water main, storm and sanitary on 14 ½ Street North between NP and 1st Avenue scheduled for the summer of 2022.

Staff is asking the Committee to review and approve to move forward to Commission for final approval.

Recommended Motion:

Approve or recommend changes to the Right of Way Use Agreement with J-Street Properties.

KLS/klb
Attachment

C: Kevin Bartram
Dan Huffman

Right of Way Use Agreement

This Agreement, made and entered into between J-STREET PROPERTIES, LLC, a North Dakota limited liability company (“Owner”), and the City of Fargo, a North Dakota municipal corporation (“City”), is for the purpose of providing Owner the use of the Public Right of Way (“PROW”) adjacent to Owner’s property located in Fargo, North Dakota (the “Development Property”), described below.

For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Owner holds all right, title and interest in the Development Property, specifically:

Lots One thru Six and twenty-four thru thirty-four, in Block Twenty-two, of Reeves addition to the City of Fargo, situated in the County of Cass and the State of North Dakota.

2. Owner shall be permitted to use the PROW in such a manner as described in the Agreement and any of the attached Exhibit until September 30, 2023, or as indicated in items below and as modified from time to time by written agreement of the parties hereto. Any request for extension must be made in writing at least thirty (30) days’ prior to the expiration of this Agreement in order to allow City adequate time to consider the request. Specifically, Owner shall be permitted to exercise control over the PROW adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein. Owner shall be responsible for ensuring all construction and restoration work in the PROW complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.

3. Owner shall be required to meet the timeframes for interim and final completion as stated in this Agreement. Failure to meet completion days will result in a penalty of \$500 per day. Multiple penalties may accrue concurrently if timeframes are not met. Owner shall be billed the penalty monthly as it accrues. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at rate of 1.5% per month.
4. Owner agree to obtain all permits required for working in PROW.
5. Owner agree to comply with all ordinances, policies and regulations to minimize noise impacts to the neighborhood between the hours of 10:00 pm and 7:00 am.
6. Owner shall provide a certified flagger during delivery operations. All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at:

http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm
7. Owner understand and agree that City may undertake reconstruction of 14 ½ Street South between NP and 1st Avenue North. During City construction, Owner agree that they shall have no contractor access on, across or through 14 ½ Street. The anticipate time of the City's construction is July 15 thru October 15, 2022. City shall have no liability to Owner for any delays to Owner's project due to the City project. Owner's failure to provide City unrestricted access to the 14 ½ Street Right of Way for the City project shall result in payment to City of \$500/day in advance of the anticipated start date of the City project.
8. All lane, road or sidewalk closure requests must be received by City at least 10 days in advance of such intended lane, road or sidewalk closure. Owner shall provide City Engineering a traffic control plan in advance of lane, road or sidewalk closures. All closures must be approved by City 4 days in advance of such intended closure. Timing of lane, road or sidewalk closures must be approved by the City. Owner shall amend or modify the traffic control plan as directed by City Engineering.
9. Upon receipt of approval from City, Owner shall notify the affected property owners, including but not limited to all property owners contiguous to the anticipated road, lane or sidewalk closure, parking and pedestrian closures or impacts, by written notice at least 4 days in advance of such impacts. Written notice shall include details of traffic configuration and contact information. Owner shall provide the City with notice information for news-release publications.
10. Owner shall be solely responsible for the condition of the pedestrian travel paths adjacent to the Development Property. Owner shall keep the pedestrian travel paths free of snow and debris, ensuring a 4.5' unobstructed path for the duration of the construction. Owner shall address public safety concerns that may intermittently result due to activities in close proximity to the pedestrian travel paths. All construction fencing shall be set back from the sidewalk edge by at least 2' to ensure full sidewalk width availability.

11. Pedestrian traffic shall be allowed to be routed to the north side of 1st Avenue North between 14th and 16th Street.
12. Owner shall be responsible for all private utilities affected by the construction activities, and shall notify the utility provider of proposed impacts. Owner shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Owner's construction activities.
13. Owner must remedy any unsafe or unsatisfactory condition due to the use of the PROW, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Owner to vacate the PROW use permitted herein and return the PROW to its pre-existing condition. All costs incurred by the City will be billed to the Owner. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month.
14. Owner hereby grants to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Owner agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Owner and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
15. Owner shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the streetlights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the PROW. Owner shall not commence construction or removal activity without first obtaining the approval of the documentation of condition by City. In the event City makes any improvements during the term of this Agreement, Owner must return the PROW to the improved condition.
16. Owner will, during any use of PROW, use due care to protect City streets, utilities and all other public property and private utilities occupying the PROW. Extraordinary or excessive damage caused by Owner or Contractor's construction activities shall be remedied immediately, at the discretion of City.
17. Owner shall be responsible for the repair or replacement of the condition of the PROW and any public property, which may be damaged or destroyed as a direct or indirect result of the use of the PROW as permitted in this Agreement. Owner shall be responsible for restoring or reconstruction the City infrastructure, including but not limited to all roadways, curbs, and gutters to prior to construction condition. Owner shall notify City when PROW restoration is complete. City shall inspect the PROW and determine whether or not the restoration or improvements completed are acceptable, or if additional work must be completed, at City discretion. City shall advise Owner of the additional work to be completed before acceptance of the PROW to City control. Owner shall have thirty (30) days to complete the additional items determined necessary by City.

18. Owner accept all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure, which may be impacted by work in the PROW. Owner shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Operations-Public Works or designee.
19. Owner shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Operations-Public Works or designee or City Engineer or designee.
20. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Owner's use of the public right of way and direct Owner to restore the right of way to the City's control.
21. Notices required by this Agreement shall be given as follows:

As to the Owner:	As to the City:
J-Street Properties, LLC Kevin Bartram kevin@mbapc.com 505 Broadway Fargo, ND 58102 (701) 235-5563	City of Fargo Engineering attn.: Kristy Schmidt feng@fargond.gov 225 4 th St N Fargo, ND 58102 (701)-241-1545
22. Owner agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way. Owner agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owner shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.
23. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
24. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
25. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a

waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

26. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
27. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
28. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
29. It is specifically agreed between the parties that this Right of Way Use Agreement or a Memorandum of this Agreement may be recorded.
30. This Right of Way Use Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
31. The City and Owner wish to work together to provide an acceptable finished product. Owner shall provide to City a deposit in the amount of \$5,000 to cover all expenses that may be incurred by City as a result of Owner's work in the right of way.

Failure of the Owner to pay any billings provided for herein within 30 days from the due date shall result in City reducing the deposit for amount billed.

When a corrective measure is required by the City, City will notify Owner by phone and email. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$2,500, Owner shall replenish the deposit to \$5,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Owner. Once the project is finished and final acceptance is given by the City. The Owner or Contractor shall request reimbursement of the remaining deposit in writing.

When the project is finished and all work has been accepted by the City, any unpaid costs incurred by the City that are the responsibility of the Owner and/or Contractor will be assessed to the property. The Owner agrees to waive any protest of assessment.

Dated this 23rd day of May, 2022.

J-STREET PROPERTIES, LLC
a North Dakota Limited Liability Company

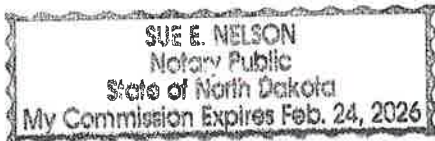
[Signature]

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this 23 day of May, 2022, before me personally appeared Kevin Bartman of the, a North Dakota limited liability company that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)

Sue E. Nelson
Notary Public



Dated this ____ day of _____, 2022.

City of Fargo, a North Dakota municipal
corporation

Dr. Timothy J. Mahoney M.D., Mayor

ATTEST

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:



City of Fargo, ND

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

J- Street Properties

1:1,128

5/17/2022 3:38 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF
Fargo
FAR MORE

8

Type: Transportation Alternatives Program Project
Applications for Metro COG

Location: Citywide

Date of Hearing: 5/23/2022

<u>Routing</u>	<u>Date</u>
City Commission	5/31/2022
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding the availability of additional Transportation Alternatives Program funding. Metro COG is soliciting project applications for projects to be ready for bidding next year, 2023. As of today, they need to award an additional \$320,000 in funds for next year.

We are currently working on the environmental document and design for the north Fargo Bison Village Path project that is set to bid in the spring of 2023. The current cost split is 38% federal/62% local match, which is estimated at \$360,000. Engineering recommends that our first request to Metro COG would be to get this project to an 80% federal/20% local funding split which would increase the federal funds by \$150,749 to \$288,000 and reduce the local share from \$222,729 to \$72,000.

That would leave a balance of around \$170,000 in federal funds to spend in the metro area. Our second recommendation would be to begin constructing the shared use path along the Red River between Harwood Drive and 40th Avenue South in phases. The first phase would be the portion behind Hackberry Drive. This would be about a 1,750' stretch with an estimated cost of \$200,000.

On a motion by Mark Williams, seconded by Steve Dirksen, the Committee voted to recommend approval of the project applications as outlined by 'Project Submittal List' as the City of Fargo's priorities for projects to apply for Federal Highway Administration Funds.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the projects listed above as the City of Fargo's priorities for projects to apply for Federal Highway Administration fund through Metro COG.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Vacant, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Date: May 17, 2022
Re: Recommendations for Transportation Alternatives Program Project Applications for Metro COG

Background:

With more Transportation Alternatives Program funding available as a result of the transition to a Transportation Management Area, Metro COG is soliciting project applications for projects to be ready for bidding next year, 2023. As of today, they need to award an additional \$320,000 in funds for next year.

We are currently working on the environmental document and design for the north Fargo Bison Village Path project that is set to bid in the spring of 2023. Please see Attachment #1. Its current cost split is 38% federal/62% local match, which is estimated at \$360,000 total. I would recommend that our first request to Metro COG would be to get this project to an 80% federal/20% local funding split, which would increase the federal funds by \$150,749 to \$288,000, and reduce the local share from \$222,749 to \$72,000.

That would leave the balance at around \$170,000 in federal funds to spend in the metro area. My second recommendation would be to begin constructing the shared use path along the Red River between Harwood Drive and 40th Avenue South in phases. The first phase would be the portion behind Hackberry Drive. Please see Attachment #2. This would be about a 1750' stretch and has already been planned as part of the earthen levee in that area. The estimated construction cost for this phase would be \$200,000. We could do an environmental document for the entire River Drive stretch but phase the actual construction over two projects. This project ranked high on our priority list last fall and we included it in a bundled package for using Urban Roads Funds.

The River Drive path location is identified in the 2016 Pedestrian & Bicycle Plan and it is also consistent with Go2030 Guiding Principles and Key Initiatives in Health. It would create City-Wide Trail Loop and year round recreational activities. For Transportation, it would improve bicycle and pedestrian connectivity by identification of gaps in the local and regional systems and also increase transportation linkages across the Red River.

Recommended Motion:

Approve project applications as outlined by 'Project Submittal List' as the City of Fargo's priorities for projects to apply for Federal Highway Administration Funds, working through the FM Metro Council of Governments.

JMG/kib
Attachment



Fargo-Moorhead Metropolitan
Council of Governments

Case Plaza Suite 232 | 1 - 2nd Street North
Fargo, North Dakota 58102-4807
p: 701.532.5100 | f: 701.232.5043
e: metrocog@fmmetrocog.org
www.fmmetrocog.org

To: Metro COG urban jurisdictions (North Dakota)
From: Dan Farnsworth, Transportation Planner
Cindy Gray, Executive Director
Date: April 22, 2022
Subject: TRANSPORTATION ALTERNATIVES (TA) PROGRAM – SOLICITATION FOR
FY 2023

Metro COG is accepting applications for Transportation Alternatives (TA) Program projects for federal fiscal year (FY) 2023.

As Metro COG becomes a Transportation Management Area (TMA), a direct sub-allocation of TA funding is becoming available for Metro COG to award TA funding for TA projects within Metro COG's ND urbanized area. In addition, available TA funding amounts within said area will be higher than historically awarded. Assuming a 90% obligation authority, the North Dakota side of the urbanized area is expected to receive a direct sub-allocation of approximately \$729,159 in 2023. The decision about which projects to fund will be the responsibility of the Metro COG Policy Board, based on recommendations from the Bicycle and Pedestrian Committee and the Transportation Technical Committee (TTC). As before, Federal regulations require that TA projects be identified through a competitive selection process.

While \$405,057 in TA funds have already been awarded by NDDOT for FY 2023, approximately **\$320,000** is still available for funding TA projects within Metro COG's urbanized area. (Please refer to the **attachment** to see the boundaries of Metro COG's urbanized area.)

Metro COG does not propose changing project awards previously identified. Therefore, unless the TTC and Policy Board decide otherwise, jurisdictions which received TA project award letters from NDDOT will still be receiving the amounts awarded for FY 2023. These projects and amounts as awarded are shown in the table on the following page.

See following page

FY 2023 TA Projects Awarded by NDDOT				
Jurisdiction	Project	Total project cost	Local match	Awarded Federal TA
Fargo	Bison Village Share Use Paths	\$360,000*	\$222,749 (62%)	\$137,251 (38%)
Horace (sponsor: Cass Co)	CR 17 Shared Use Path – Phase 3	\$268,000	\$68,000 (25%)	\$200,000 (75%)
Horace (sponsor: Cass Co)	Center Ave Multi-Modal Improvements	\$150,000	\$82,194 (55%)	\$67,806 (45%)
Total		\$778,000	\$372,943	\$405,057
*Represents updated cost estimate since NDDOT TA award letter				

Metro COG is seeking TA applications for projects which can utilize the projected level of TA funding in FY 2023. With FY 2023 quickly approaching, it is important that we identify TA projects for the full amount of our projected funding level. Selected projects will need to be added to the TIP, and the time and effort involved in developing projects that will use Federal funds is significant. Because of that, jurisdictions which already have been awarded Federal funding for various projects are encouraged to apply. This could include the projects shown in the table above. Projects shown in the table can increase their Federal share up to 80% of the total project cost if project owners choose to apply to do so. New project applications are also encouraged, as the anticipated funding level will exceed 80% of the full project costs for the three projects listed above. This could include projects already underway using different sources of Federal funds.

Applicants are asked to follow NDDOT TA application instructions as available at www.dot.nd.gov/divisions/localgov/TA.htm. Please note that the \$290,000 Federal TA limit does not apply to this solicitation.

Applications will need to be submitted by **May 27th, 2022**. Please submit applications to: Dan Farnsworth, Metro COG Transportation Planner, at farnsworth@fmmetrocog.org.

Applications will be reviewed by the Bicycle and Pedestrian Committee, followed by the Transportation Technical Committee, and ultimately selected by Metro COG's Policy Board. This is the first solicitation being made by Metro COG in light of the anticipated Transportation Management Area (TMA) designation, which will begin October 1, 2023. If you have any questions please contact Dan Farnsworth at the email address listed above or via phone at 701-532-5106.

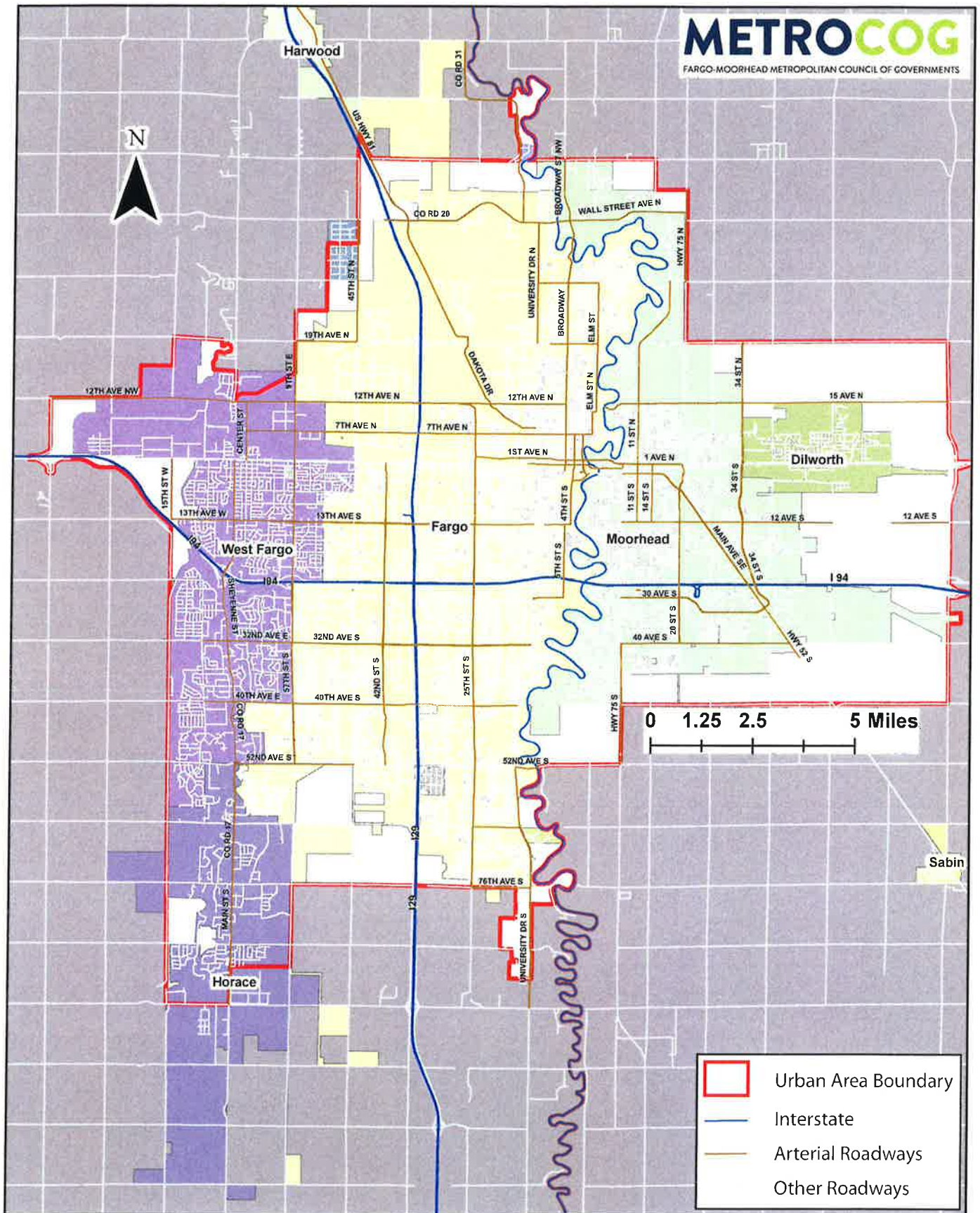
Recipients:

Brenda Derrig
Jeremy Gorden
Nicole Crutchfield
Maegin Elshaug

Dustin Scott
Andrew Wrucke
Aaron Nelson
Malachi Peterson

Brenton Holper
Jim Dahlman
Jace Hellman

Jason Benson
Grace Puppe





These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Attachment #1 Bison Village

1:4,514

5/17/2022 9:45 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF
Fargo
FAR MORE



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Attachment #2 River Drive

1:9,028

5/17/2022 9:41 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

THE CITY OF
Fargo
FAR MORE

[illegible]

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(9)

Type: Pedestrian Bridge Over Red River

Location: 40th Avenue South/Red River

Date of Hearing: 5/23/2022

RoutingDate

City Commission

5/31/2022

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding 40th Avenue South pedestrian project.

The project is not programmed with federal aid as of today, but both the City of Moorhead and City of Fargo are trying to have federal aid programmed towards it. The City of Moorhead will take the lead on this project and they have received a scope and fee from Houston Engineering to complete the Environmental Review of the project, and they are requesting our concurrence with it. The total amount of this work is \$128,000 with each city contributing \$64,000.

Staff is recommending approval of this work.

On a motion by Tim Mahoney, seconded by Mark Williams, the Committee voted to recommend approval of the scope and fee submitted by Houston Engineering for the Environmental Review phase of the pedestrian bridge over the Red River at 40th Avenue South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the scope and fee submitted by Houston Engineering for the Environmental Review phase of the pedestrian bridge over the Red River at 40th Avenue South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Federal Funds

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☐☐☐

Brenda Derrig, City Engineer

☒☒☐

Vacant, Finance Director

☐☐☐

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Date: May 23, 2022
Re: Request to Concur with the City of Moorhead Engineering Services Task Order
40th Avenue S Pedestrian Bridge over Red River

The 40th Avenue South pedestrian project is not programmed with federal aid as of today, but both the City of Moorhead and City of Fargo are trying to have federal aid programmed towards it. The City of Moorhead will take the lead on this project and they have received a scope and fee from Houston Engineering to compete the Environmental Review of the project, and they are requesting our concurrence with it. The total amount of this work is \$128,000, with each city contributing \$64,000. I recommend approval of this work.

Recommended Motion

Concur with Scope and Fee submitted by Houston Engineering for the Environmental Review phase of the pedestrian bridge over the Red River at 40th Avenue South.

Attachment



HoustonEngineering Inc.

Fargo Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo ND 58102

April 28, 2022

Robert Zimmerman, PhD, PE
City Engineer
City of Moorhead
PO Box 779
Moorhead, MN 56561

Subject: Task Order Scope of Services
City of Moorhead Master Service Agreement
Conceptual Design and Environmental Review
Red River Pedestrian Bridge
H.E. No. 6019_0141

Dr. Zimmerman,

As requested, this letter serves as our proposed scope and fee to perform engineering services associated with a pedestrian bridge over the Red River of the North. The bridge would connect the existing trail system along 50th Avenue S in Moorhead to the existing trail system at 40th Avenue S and University Dr. in Fargo. In 2019 MetroCOG completed a Fargo-Moorhead Metro Bikeways Gap Analysis that identified a need for a bikeway connection at this location.

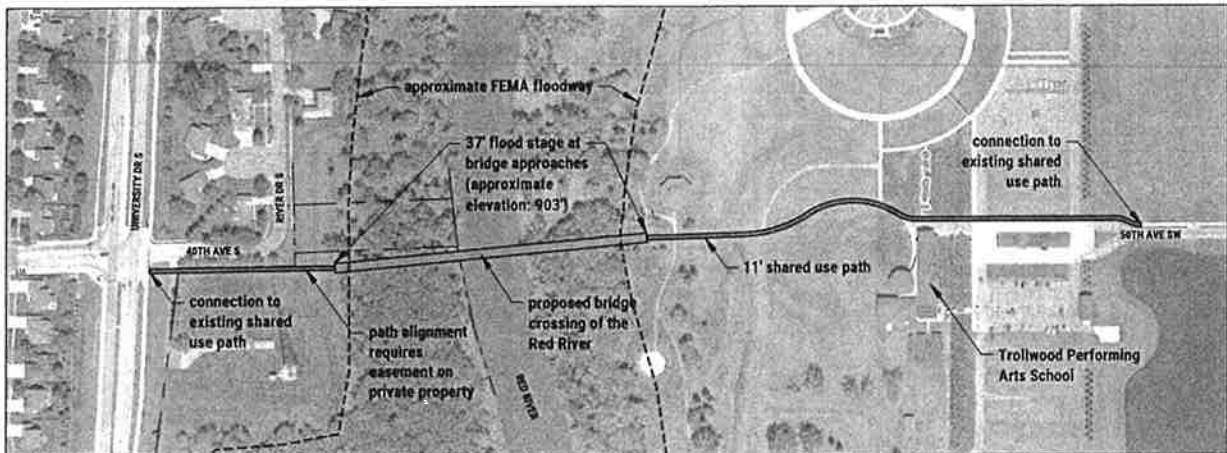


Figure 1 Recommended Bridge Alignment from FM MetroCOG Gap Analysis

This task order is for the completion of the Environmental Review phase of the project. To complete the required environmental review, we anticipate needing to complete a preliminary topographic and boundary survey, a bridge concept study, preliminary trail geometrics, a

Robert Zimmerman, PhD, PE

April 28, 2022

Page 2

preliminary geotechnical analysis, a river hydraulics analysis, a wetland delineation, and a cultural resources evaluation. In developing the scope and fee for this project, it was assumed the Federal and State of Minnesota environmental review requirements will govern the project. The anticipated tasks and associated fees for this project are defined in more detail below.

Task 1 Preliminary Topographic and Boundary Survey

This task involves completing a topographic survey of the proposed project corridor to aid in preliminary design. We do not anticipate a bathymetric survey of the river will be needed for this phase of the project and have not included this in our scope and fee. This task also includes boundary survey work on both the sides of the river to determine existing property boundaries that will be used to determine right-of-way needs for the project.

Estimated Task 1 Budget \$12,000

Task 2 Preliminary Geotechnical Analysis

We will subconsult with a geotechnical engineering firm familiar with the soils in the Red River Valley to complete a review of available soils data and complete the necessary analysis in support of the proposed project. Our subconsultant will conduct a field review of the proposed project area to identify any sign of distress that may impact the proposed bridge. They will complete a slope stability analysis using updated cross section information that we will provide once the topographic survey is complete. Existing soils data for the analysis will be based on previous soil borings from adjacent projects. No new soil borings will be completed during this phase of the project, but they will likely be necessary for future phases. At the completion of this task, a geotechnical report in letter format will be provided.

Estimated Task 2 Budget \$5,000

Task 3 Bridge and Trail Concept Study

This task consists of developing conceptual level design and plan layout for the bridge and trail connection. A bridge alternative study will be completed and will consist of structure type, size, and location alternatives for up to 3 alternatives for the proposed bridge crossing. Preliminary trail geometrics will also be completed for up to 3 trail connection alternatives. It is our understanding that project aesthetics will be a factor in selecting the preferred bridge alternative; however, it will not be the main driving factor for the bridge design. We propose to utilize an in-house landscape architect to assist with the architectural finishes, landscaping, and corridor lighting. We have included budget in this task to complete up to 3 renderings for bridge aesthetics, landscaping, and corridor lighting. Concept level plans and cost estimates will be provided for the alternatives previously mentioned. We have budgeted for 3 project team meetings with project

Robert Zimmerman, PhD, PE
April 28, 2022
Page 3

stakeholders to review project alternatives and determine a recommended project alternative. We have assumed that the Cities of Fargo and Moorhead will organize a joint open house style public input meeting for this phase of the project; therefore, we have included staff time to attend 1 public input meeting in this task. At the completion of this phase, a final recommendation for bridge type, bridge aesthetics, and trail connections will be selected for the environmental review documentation.

Estimated Task 3 Budget \$66,000

Task 4 Hydraulics Analysis

This task consists of completing a river hydraulics analysis to determine impacts of the proposed project alternatives. We will utilize the existing Fargo-Moorhead HEC-RAS model to complete this analysis. Once a recommended project alternative is selected, a hydraulic report will be completed to support the environmental review documentation.

Estimated Task 4 Budget \$7,000

Task 5 Wetlands, Cultural Resources, and Environmental Review

To complete the required environmental review documentation for this project, a wetland delineation and cultural resource survey will be required. We will complete a field delineation of any wetlands present within the proposed project limits and prepare a wetland delineation report of our findings. If the State of North Dakota is involved in the review process, the use of a professional soil classifier may be required. We have included budget to retain the services of a professional soil classifier to assist with the wetland delineation work if necessary. We will subconsult with an archaeological firm to complete a cultural resources review of the project area. This firm will complete historical research on the project area and conduct a field survey of the site. They will prepare a report of their findings and deliver it to the necessary government review agencies. Based on our initial assessment of the project, we have assumed that the project will qualify for an environmental Categorical Exclusion. Once a recommended project alternative is selected and all prerequisite work is completed, we will complete the necessary MNDOT Programmatic Categorical Exclusion Documentation and deliver it to the City.

Estimated Task 4 Budget \$38,000

PROPOSED FEE

Based on the tasks outlined above, our estimated total fee for this work is **\$128,000**. The work will be completed hourly based on the Houston Engineering, Inc. Schedule of Hourly Rates and Charges for Engineering and Surveying Services in effect when the work is completed. The work outlined in this proposal will be completed in a timely manner and will commence upon receipt of a



Robert Zimmerman, PhD, PE
April 28, 2022
Page 4

Task Order from the City of Moorhead in accordance with the Master Agreement for Professional Services between Owner and Consultant of Engineering Consultation Services, dated February 26, 2018. The estimated completion date for this work is September 1, 2022.

Thank you for the opportunity to submit this task order proposal. We are excited to work on this iconic project that will connect the Fargo-Moorhead community.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Michael P. Love'.

Michael P. Love, PE

MPL:ml
Enclosures

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(10)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Outdoor Dining Encroachment Agreement

Location: 215 Broadway

Date of Hearing: 5/23/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/31/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a request to use a portion of the boulevard for outdoor dining and to leave the dining furnishings and planter barriers out over night during warm weather. This request was granted last year as a trial and we received no complaints.

Staff is recommending approval of the Encroachment Agreement for outdoor dining at 215 Broadway with Jasper Hotel.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee recommended to approve the Encroachment Agreement with Jasper Hotel for outdoor dining at 215 Broadway.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with Jasper Hotel for outdoor dining at 215 Broadway.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Mark Williams</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: May 20, 2022
Re: Jasper Hotel Outdoor Dining License Request – 215 Broadway

Background:

We had a pilot Outdoor Dining Encroachment at 215 Broadway last year, which allowed furnishings left in the boulevard overnight. This worked out well. We received no complaints regarding this furnishing.

All materials will be removed during inclement weather similar to our regular Outdoor Dining permits.

Recommended Motion:

Approve the Outdoor Dining Encroachment Agreement for outdoor dining at 215 Broadway for Jasper Hotel.

KLS/klb
Attachment

ENCROACHMENT AGREEMENT
(Sidewalk Dining)

THIS ENCROACHMENT AGREEMENT ("Encroachment Agreement") is made by and between the City of Fargo, a North Dakota municipal corporation ("City"), Block 9 Hotel, LLC, a North Dakota limited liability company ("Block 9 Hotel"), and Aparium Hotel Group, LLC d/b/a Jasper Hotel ("Jasper Hotel"), manager and operator of the restaurant on the property.

WHEREAS, Block 9 Hotel owns the property legally described as follows:

All of Lots 14 through 20, together with a portion of Lots 7 through 13, and a portion of Lot 21, and a portion of the vacated alley, all in Block 9, Keeney and Devitt's Addition to the City of Fargo, Cass County, North Dakota, and all being more particularly described as follows: COMMENCING at the Southeast Comer of said Block 9; thence South 87°07'23" West (assumed bearing), along the southerly line of said Block 9, for a distance of 149.96 feet; thence North 02°51 '30" West for a distance of 102.31 feet to the TRUE POINT OF BEGINNING; thence South 87°05'59" West for a distance of 149.97 feet to a point of intersection with the westerly line of said Block 9; thence North 02°51 '30" West, along the westerly line of said Block 9, for a distance of 197.75 feet to the Northwest Corner of said Block 9; thence North 87°07'24" East, along the northerly line of said Block 9, for a distance of 177.29 feet; thence South 02°54' 12" East for a distance of 172.25 feet; thence South 86°59'36" West for a distance of 19.45 feet; thence South 02°51 '30" East for a distance of 18.00 feet; thence South 44°23'00" West for a distance of 10.90 feet to the TRUE POINT OF BEGINNING (hereinafter referred to as "Property").

WHEREAS, Jasper Hotel intends to operate a restaurant on the property located at street address 215 Broadway North, Fargo, North Dakota ("Restaurant"); and

WHEREAS, Jasper Hotel seeks permission to encroach on a portion of the City right-of-way ("ROW") on the west side of the Restaurant adjacent to Broadway, said encroachment area, as shown in Exhibit "A" (hereinafter "Encroachment Area"); and

WHEREAS, Jasper Hotel intends to utilize the Encroachment Area for outdoor dining as permitted in Fargo Municipal Code §18-0313; and

WHEREAS, Jasper Hotel's plans include the installation of raised planters serving as a fence enclosure; and

WHEREAS, Jasper Hotel seeks permission to leave the fixtures and furnishings in the ROW on a continuous basis, deviating from the terms of the sidewalk dining ordinance and thus necessitating this Encroachment Agreement in accordance with its terms; and

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. Block 9 Hotel and Jasper Hotel, their successors and assigns, are hereby granted the right to encroach upon the sidewalk on the west side of the Property.

2. A pedestrian travel path of no less than 6' wide must be maintained between the Encroachment Area and the curb and/or any other obstructions in the ROW, including trees and grating, at all times. The travel path must be compliant with the American Disabilities Act ("ADA"). Block 9 Hotel and Jasper Hotel are responsible for the assurance of this condition, and shall clear the travel path from any debris or plant matter for the entire space, as shown on Exhibit "A" attached hereto.

3. Block 9 Hotel and Jasper Hotel may utilize City ROW for the purpose of installation of a raised planter enclosure, as shown on Exhibit "A" attached hereto.

4. If the sidewalk is damaged, or becomes damaged over time, Block 9 Hotel and Jasper Hotel shall be responsible for the replacement of the sidewalk to restore it to its previously existing condition. Block 9 Hotel and Jasper Hotel understand and agree that if the ROW damage repair is necessitated by its activity in the ROW, the repairs must be completed in accordance with City

Standards and Specifications. Failure to do so may result in City making such repairs in accordance with law, at Block 9 Hotel sole cost and expense.

5. Jasper Hotel shall be permitted to affix a canopy that when extended shall partially cover the Encroachment Area. The canopy shall be installed in accordance with the Building Code requirements, and shall be no lower than 8' at its lowest point when fully extended. The canopy shall be retracted when not in use over the Encroachment Area, and secured to the building in such a manner as to protect the public.

6. This Encroachment Agreement is specifically subject to Block 9 Hotel and Jasper Hotel obtaining all necessary approvals including, but not limited to, building code requirements, building permits, health code requirement, liquor license requirements, and approval of the same by the Sidewalk Marketing Review Committee. The obtaining of said approvals constitutes a specific condition precedent to the effectiveness of this Encroachment Agreement.

7. City shall not be responsible for any damage to the items permitted to be placed in the ROW, for any reason.

8. Jasper Hotel shall be responsible for the security of the Encroachment Area, and for the control of the space from trespassers and others, as permitted by law.

9. The parties agree that this Encroachment Agreement will begin when signed by all necessary parties and all necessary condition precedents are met, and this Encroachment Agreement shall terminate on October 30, 2025, unless extended in writing signed by both parties, snow conditions do not warrant continued use of the ROW, or otherwise terminated in accordance with this Agreement. Upon termination, all items permitted herein must be removed from the ROW and the ROW restored to its prior condition.

10. Block 9 Hotel and Jasper Hotel, their successors and assigns, agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, and any other municipal improvements by reason of the use of the ROW permitted by this Encroachment Agreement.

11. Block 9 Hotel and/or Jasper Hotel shall obtain and maintain during the term of this Agreement a policy of commercial general liability insurance with bodily injury limits of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, and property damage insurance with a limit of \$1,000,000.00, with the City named as an additional insured.

12. This Encroachment Agreement shall be binding upon the heirs, administrators, successors and assigns of the parties hereto. The parties specifically understand that this Encroachment Agreement will not be recorded, and will end by its terms on October 30, 2025.

13. It is specifically understood and agreed that upon the giving of fifteen (15) days' notice, the City may require Jasper Hotel to remove its property from the ROW, thus allowing the City to re-take and to use the ROW, said notice to be given at any time at the City's sole discretion. However, in the event of an Emergency, as determined by City in its sole discretion, Jasper Hotel shall remove the permitted encroachment items from the ROW immediately.

14. It is understood and agreed by and between the parties that this Encroachment Agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

15. Jasper Hotel agrees to pay City a \$500 processing fee.

16. NOTICE shall be given by regular or email sent to the following:

As to City:

Kristy Schmidt
225 4th Street North
Fargo, ND 58102
feng@fargond.gov
701-241-1571

As to Aparium Hotel:

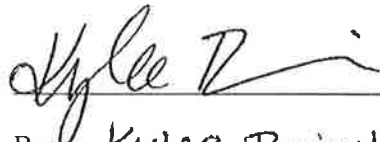
Kylee Brisch
kbrisch@jasperfargo.com
215 Broadway
Fargo, ND 58102
847-337-2809

As to Block 9 Hotel:

Mark Johnson
Mark@kilbournegroup.com
210 Broadway Suite 300
Fargo, ND 58102
701-261-8706

Dated this 23 day of May, 2022.

Aparium Hotel Group, LLC d/b/a Jasper Hotel, a Delaware limited liability company



By: Kylee Brisch

Its: General Manager

Dated this 23 day of May, 2022.

Block 9 Hotel LLC, a Delaware limited liability company



By: Mike Allmendinger

Its: President

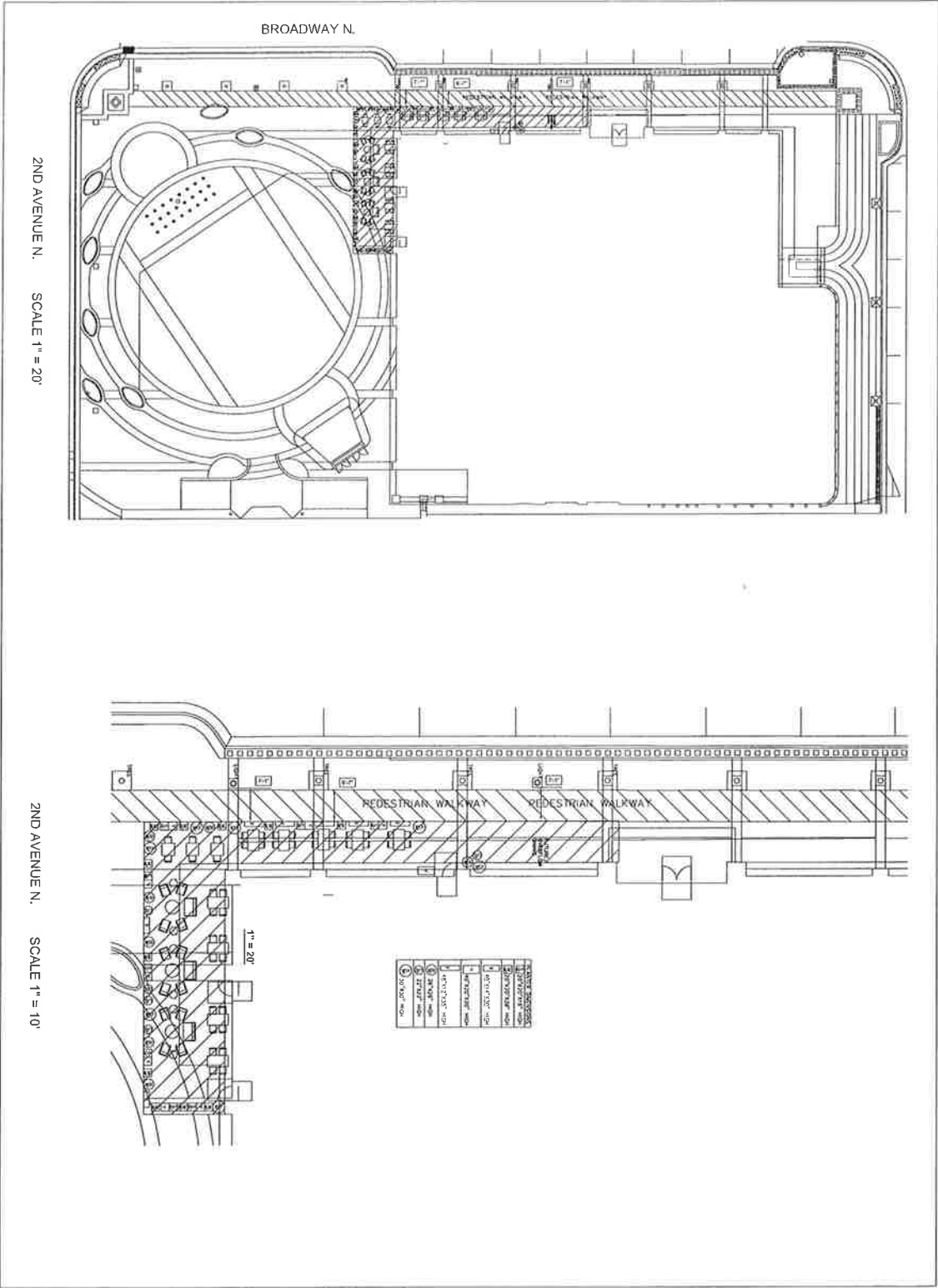
Dated this ____ day of _____, 2022.

CITY OF FARGO, NORTH DAKOTA, a North Dakota
municipal corporation

By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor



DINING
ENCROACHMENT

(11)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Red River Water Course Setback Waiver

Location: 3717 Grandwood Drive North

Date of Hearing: 5/23/2022

RoutingDate

City Commission

5/31/2022

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding the approval of a Red River Water Course Setback Waiver at 3717 Grandwood Drive North for the Limited Disturbance Zone Setback (LDZS) Area.

The Owners at 3717 Grandwood Drive North have requested to construct an in-ground pool building within a portion of the LDZS. Staff is recommending approval of the Red River Water Course Setback Waiver with the following conditions:

1. A signed and recorded Waiver of Liability; and
2. Building location to be constructed per the attached dimensioned site plan sheet; and
3. Drain tile installation around exterior of structure connected to the sanitary system; and
4. Existing landscaping to be removed from city property in NE corner of lot; and
5. Existing levee shall not be used for site construction access; and
6. The City of Fargo will televise existing storm sewer system on east and south property lines, post project for damage assessment; and
7. Excavation material shall be removed from the site and not stockpiled; and
8. Construction shall follow the recommendations outlined in the Geotechnical report produced by Braun Intertec dated 4-8-2022.

On a motion by Tim Mahoney, seconded by Steve Dirksen, the Committee voted to recommend approval of the Red River Water Course Setback Waiver in the LDZS for construction of improvements at 3717 Grandwood Drive North with conditions of a signed setback liability waiver with recordation and the other identified conditions above.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Red River Water Course Setback Waiver in the LDZS for construction of improvements at 3717 Grandwood Drive North with conditions of a signed setback liability waiver with recordation and the other identified conditions above.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

N/A

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

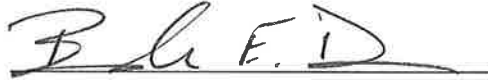
N/A

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Vacant, Finance Director

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, Division Engineer
Date: May 23, 2022
Re: Red River Water Course Setback Waiver for the Property Located at 3717 Grandwood Drive North for the Limited Disturbance Zone Setback (LDZS) Area

Background:

The Owners at 3717 Grandwood Drive North have requested to construct an in-ground pool building within a portion of the LDZS. A general dimensioned site plan is attached to this letter. Staff has reviewed the application and associated impacts along with the submitted Geotechnical Report from Braun Intertec stamped by Corey Lindeman, PE dated 4-8-2022. A clay levee is installed to the east of this property and the clear zone will not be impacted post project.

Staff recommends approval of the Red River Water Course Setback Waiver with the following conditions;

1. A signed and recorded Waiver of Liability; and
2. Building location to be constructed per the attached dimensioned site plan sheet; and
3. Drain tile installation around exterior of structure connected to the sanitary system; and
4. Existing landscaping to be removed from city property in NE corner of lot; and
5. Existing levee shall not be used for site construction access; and
6. The City of Fargo will Televisе existing storm sewer system on east and south property lines, post project for damage assessment; and
7. Excavation material shall be removed from the site and not stockpiled; and
8. Construction shall follow the recommendations outlined in the Geotechnical report produced by Braun Intertec dated 4-8-2022.

Recommended Motion:

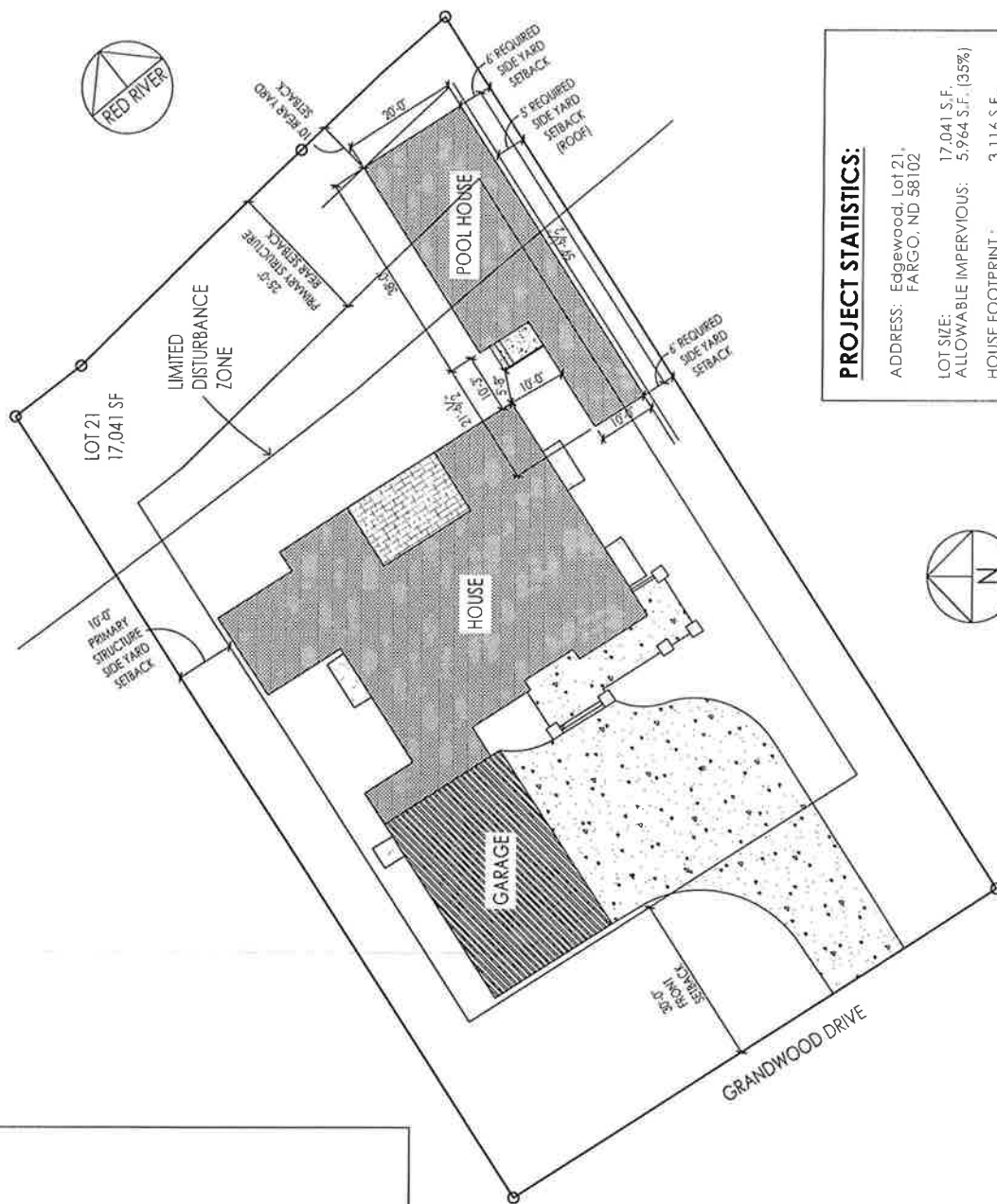
Approve the Red River Setback Waiver in the LDZS for the construction of improvements at 3717 Grandwood Drive North with the conditions of a signed setback liability waiver with recordation and the other identified conditions above.

JRB/jmg
Attachments



SITE PLAN NOTES

1. A signed and recorded Waiver of Liability; and
2. Building location to be constructed per the dimensioned site plan sheet; and
3. Drain tile installation around exterior of structure connected to the sanitary system; and
4. Existing landscaping to be removed from city property in NE corner of lot; and
5. Existing levee shall not be used for site construction access; and
6. Televising of storm sewer system on east and south property lines, post project for damage assessment; and
7. Excavation material shall be removed from the site and stockpiled; and
8. Construction shall follow the recommended outline in the Geotechnical report produced by Braun Interlec dated 4-8-2022



PROJECT STATISTICS:

ADDRESS:	Edgewood, Lot 21, FARGO, ND 58102
LOT SIZE:	17,041 S.F.
ALLOWABLE IMPERVIOUS:	5,964 S.F. (35%)
HOUSE FOOTPRINT:	3,116 S.F.
POOL HOUSE:	906 S.F.
TOTAL S.F.:	4,022 S.F.
TOTAL COVERAGE:	23.6%

1 SITE PLAN

SCALE: 1/8" = 1'-0" (22x34 SHEET)
1/32" = 1'-0" (11x17 SHEET)



31.00

SCALE 1/4 = 1'-0" (22x34 SHEET)
1/8" = 1'-0" (11x17 SHEET)

VARIANCE ACKNOWLEDGEMENT AND LIABILITY WAIVER

The undersigned property owners, Austin J and Laura Morris, have requested a variance of the Limited Disturbance Zone Setback of City of Fargo Ordinance #4818, which sets guidelines on watercourse setback requirements, for an issuance of a building permit for the proposed construction and improvement of property located at 3717 Grandwood Drive North, Fargo, ND 58102, more particularly described as follows:

Lot 21, in Block 2, of Edgewood Estates Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota

At the _____ City Commission meeting, the Fargo City Commission approved the waiver request contingent upon satisfaction of the following conditions:

1. A signed and recorded Waiver of Liability by the property owners; and
2. Building location to be constructed per the attached dimensioned site plan sheet; and
3. Drain tile installation around exterior of structure connected to the sanitary system; and
4. Existing landscaping to be removed from city property in NE corner of lot; and
5. Existing levee shall not be used for site construction access; and
6. The City of Fargo will televise existing storm sewer system on east and south property lines, post project for damage assessment; and
7. Excavation material will be removed from site and not stockpiled; and
8. Construction shall follow the recommendations outlined in the Geotechnical report produced by Braun Intertec dated 4-8-2022

The City of Fargo ("City") does not accept any liability for the stability of the proposed construction, including the structure(s), along with any other features constructed and/or installed within this property by the property owners. The property owners, their successors and assigns, accept all liability with the improvements completed on this property by the property owners and hereby expressly waive any and all liability against the City, and agree to indemnify and hold City harmless for any and all claims asserted as a result of the waiver granted herein. The property owners understand and agree that City shall not be liable for, and City does not accept any liability for the proposed structure along with any other features constructed and/or installed within this property.

Property owners understand and agree that any and all liability for any short term or long term improvements completed on this property shall be the sole responsibility of property owners, their successors and assigns.

Austin J. Morris

Laura Morris

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared Austin J. and Laura Morris who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My Commission expires:

Dated this ____ day of _____, 2022.

CITY OF FARGO, a NORTH DAKOTA municipal corporation

By _____
Timothy J. Mahoney M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this ____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D., and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My Commission expires:

Attachments

1. Copy of the site plan

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: May 31, 2022
Re: Bid Award for Municipal Court Reroof

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 25, 2022 for the Municipal Court Reroof.

The base bids were as follows:

Tecta America Dakotas	\$146,432.00
Pierce Lee Roofing	\$178,306.50
A & R Roofing	\$175,125.00
MJ Dalsin	\$230,255.00

In addition, the project included provisions to add alternate #1 into the contract. Tecta America Dakotas bid for the alternate was \$20,911.00. Given the project budget is \$250,000, Facilities is recommending alternate #1 be selected for a total bid price of \$167,343.50.

Engineer's Opinion of Cost: \$318,616.00

Facilities recommends award of the contract to Tecta America Dakotas in the amount of \$167,343.50 as the lowest and best bid. No protests have been received.

Recommended Action:

Award contract for Municipal Court Reroof to Tecta America-Dakotas in the amount of \$167,343.50.



300 23rd Ave E, Suite 100
West Fargo, ND 58078
701 232 5353
KLJENG.COM

May 25, 2022

Bekki Majerus
Director of Facilities Management
City of Fargo
650 23rd Street North
Fargo, ND 58102

Re: Recommendation of Award for Municipal Court Reroof

Bids on the referenced project were opened on May 25, 2022. A total of 4 bids were received (refer to bid tabulation attached). The bids were reviewed for accuracy and one mathematical error was noted and corrected. The apparent low bidder is Tecta America Dakotas. KLJ reviewed the bidding documents and believes Tecta America Dakotas to be responsive to requirements set forth in the Project Manual.

Total Base Bid (Lump Sum + Unit Price)	\$146,432.50
Alternate #1	\$20,911.00
Total Base Bid + Alternate #1	\$167,343.50

It is our understanding the total budget for the construct of this project is \$250,000. With the as bid construction costs of \$167,343.50, it is our recommendation to award Tecta America Dakotas a contract for the base bid and alternate #1. This leaves \$82,656.50 remaining in the project budget.

You will find the *Notice of Award* attached for your approval. Please date (top of the document), sign and return to our office. We will send the notice of award along with the construction contracts to Tecta America Dakotas for signature and route to City for execution.

If you have any questions, please contact our office.

Sincerely,

KLJ Engineering, LLC

A handwritten signature in cursive script that reads "Cassie McNames".

Cassie McNames, PE
Project Manager

Project No.: 2104-00543

Copy To: File

Enclosure(s): (1) Bid tabulation, (1) Notice to Award

Bid Opening May 25, 2022 @ 11:30am
Municipal Court Reroof
City of Fargo



Bidder Name	Acknowledge Addenda		Contractor License	Bid Bond	Bid Item	Bid Price
	#1	#2				
A & R Roofing Co., Inc	X	X	X	X	Base Bid	\$ 172,200.00
					Unit Price	\$ 2,925.00
					Total	\$ 175,125.00
					Alt No. 1	\$ 27,200.00
M.J. Dalsin Co. of ND Inc	X	X	X	X	Base Bid	\$ 227,550.00
					Unit Price	\$ 2,705.00
					Total	\$ 230,255.00
					Alt No. 1	\$ 28,385.00
Tecta America Dakotas	X	X	X	X	Base Bid	\$ 145,020.00
					Unit Price	\$ 1,412.50
					Total	\$ 146,432.50
					Alt No. 1	\$ 20,911.00
Gast Construction					Base Bid	\$
					Unit Price	\$
					Total	\$
					Alt No. 1	\$
Pierce Lee Roofing	X	X	X	X	Base Bid	\$ 176,864.00
					Unit Price	\$ 1,442.50
					Total*	\$ 178,306.50
					Alt No. 1	\$ 22,000.00
					Base Bid	\$
					Unit Price	\$
					Total	\$
					Alt No. 1	\$
					Base Bid	\$
					Unit Price	\$
					Total	\$
					Alt No. 1	\$
Engineer's Opinion of Cost					Base Bid	\$ 312,016.00
					Unit Price	\$ 1,475.00
					Total	\$ 313,491.00
					Alt No. 1	\$ 6,600.00

*Mathematical error on bid form was corrected.

Tabulation of Bids Prepared by: Cassie Munoz
Date: 5/25/2022

KLJ Engineering LLC

NOTICE OF AWARD

Date of Issuance:

Owner: City of Fargo

Owner's Project No.:

Engineer: KJ Engineering, LLC

Engineer's Project No.: 2104-00543

Project: Municipal Court Reroof

Contract Name: Stipulated Price Contract

Bidder: Tecta America Dakotas

Bidder's Address: 2315 7th Avenue North, Fargo, ND 58102

You are notified that Owner has accepted your Bid dated **May 25, 2022** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Base bid lump sum and unit price items as well as Alternate #1.

The Contract Price of the awarded Contract is **\$167,343.50**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **Submit Certificate of Insurance and Certificate of Workers' Compensation Insurance**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Fargo**

By (signature): _____

Name (printed): Timothy Mahoney

Title: Mayor

Copy: Engineer



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.298.6929
www.FargoCassPublicHealth.com

13


Fargo Cass



Public Health
Prevent. Promote. Protect.

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 16, 2022

**RE: CONTRACT FOR SIGNATURE
CENTRAL CASS PUBLIC SCHOOL \$46,416.93**

The attached contract with Central Cass Public School for \$46,416.93 is for nursing services for the 2022-2023 school year.

No budget adjustments are required for these contracts.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lis
Enclosures



**PURCHASE OF SERVICE AGREEMENT
CENTRAL CASS PUBLIC SCHOOL DISTRICT**

Fargo Cass



Public Health
Prevent. Promote. Protect.

Whereas the Central Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A);

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2022-2023, beginning on July 1, 2022 and ending on June 30, 2023. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 20 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 20 hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$54.18.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH
DISTRICT

Timothy J. Mahoney, Mayor, City of Fargo

Date

Desi Fleming, Director of Public Health

5/17/2022
Date

CENTRAL CASS PUBLIC SCHOOL

Morgan Forness, Superintendent

5/12/22
Date

ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Central Cass Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B**2022-2023****SCHOOL HEALTH SERVICES BUDGET**

CENTRAL CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
30 RN HOURS /WEEK X 35 WEEKS AT \$45.94 /HOUR	\$48,237.00
40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$45.94/HR	\$1837.60
36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$60.13/HOUR	\$2,164.68
TOTAL	\$52,239.28
6 RN HOURS /WEEK X 35 WEEKS AT \$54.18 AT 100%	\$11,377.80
20 ADDITIONAL RN HOURS AT \$54.18 AT 100 %	<u>\$1,083.60</u>
	<u>\$12,461.40</u>
GRAND TOTAL	<u>\$ 64,700.68</u>
DISTRICT PORTION AT 65 % OF \$52,239.28	\$33,955.53
DISTRICT PORTION AT 100% OF \$12,461.40	\$12,461.40
PROVIDER PORTION AT 35% OF \$52,239.28	\$18,283.75
TOTAL FOR DISTRICT OF AMOUNT AT 65%	\$33,955.53
TOTAL FOR DISTRICT OF AMOUNT AT 100%	<u>\$ 12,461.40</u>
GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$46,416.93

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

Signature:

Email: pam.utt@k12.nd.us



Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103-2367
Phone: 701.241.1360 | Fax: 701.298.6929
www.FargoCassPublicHealth.com




Fargo Cass



Public Health
Prevent. Promote. Protect.

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 16, 2022

RE: CONTRACT FOR SIGNATURE
KINDRED PUBLIC SCHOOL \$40,201.18

The attached contract with Kindred for \$40,201.18 is for nursing services for the 2022-2023 school year.

No budget adjustments are required for these contracts.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the school contract for nursing services for the coming school year.

DF/lls
Enclosures



PURCHASE OF SERVICE AGREEMENT KINDRED PUBLIC SCHOOL DISTRICT



Whereas the Kindred Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A);

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2022-2023, beginning on July 1, 2022 and ending on June 30, 2023. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 65 percent for the district and 35 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Kindred Public School District has requested an increase in school nursing hours over the original 27 hours per week agreement. Therefore, Kindred Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 27 hours per week, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 27 hours with salary and benefits will be billed at \$38.29.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

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The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor' s or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER- FARGO CASS PUBLIC HEALTH

KINDRED PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO

Steve Hall

Steve Hall (May 10, 2022 12:04 CDT)

STEVE HALL

DATE

SUPERINTENDENT
TITLE

DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

5/10/22

DATE

DATE

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN KINDRED PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Kindred Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B
2022-2023
SCHOOL HEALTH SERVICES BUDGET

KINDRED SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
27 RN HOURS /WEEK X 35 WEEKS AT \$45.94/HOUR 40 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT \$45.94/HR 36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$60.13/HOUR	\$43,413.30 \$1,837.60 \$2,164.68
TOTAL	\$ 47,415.58
7 RN HOURS /WEEK X 35 WEEKS AT \$38.29 AT 100%	\$9,381.05
GRAND TOTAL	<u>\$ 56,796.63</u>
DISTRICT PORTION AT 65 % OF \$47,415.58 DISTRICT PORTION AT 100% OF 9,381.05 PROVIDER PORTION AT 35% OF \$47,415.58	\$30,820.13 \$9,381.05 \$16,595.45
TOTAL FOR DISTRICT OF AMOUNT AT 65% TOTAL FOR DISTRICT OF AMOUNT AT 100% GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$30,820.13 <u>\$ 9,381.05</u> \$40,201.18

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

Kindred School Contract 2022-2023

Final Audit Report

2022-05-10

Created:	2022-05-10
By:	Lori Sall (lsall@cityoffargo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZGQ325T2JfENhv42LJixJwgGdVxXrG0g

"Kindred School Contract 2022-2023" History



Document created by Lori Sall (lsall@cityoffargo.com)

2022-05-10 - 4:22:23 PM GMT- IP address: 165.234.250.1



Document emailed to Steve Hall (steve.hall@k12.nd.us) for signature

2022-05-10 - 4:22:48 PM GMT



Email viewed by Steve Hall (steve.hall@k12.nd.us)

2022-05-10 - 5:03:02 PM GMT- IP address: 165.234.180.23



Document e-signed by Steve Hall (steve.hall@k12.nd.us)

Signature Date: 2022-05-10 - 5:04:08 PM GMT - Time Source: server- IP address: 165.234.180.23



Agreement completed.

2022-05-10 - 5:04:08 PM GMT



Adobe Acrobat Sign



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON, CHAIRMAN *GL*
CITY OF FARGO ND CARES PROGRAM

DATE: MAY 25, 2022

RE: CITY OF FARGO ND CARES VETERAN PROGRAM,
APPROVAL OF A \$3,000 GRANT FROM THE BOB WOODRUFF
FOUNDATION

On behalf of the City of Fargo ND Cares Veteran's Program, I would like to request Commission approval to receive a \$3,000 Grant from the Bob Woodruff Foundation.

These funds were awarded to the Fargo ND Cares Program to address Veterans, and their families, that are in need of basic assistance for food.

These funds do not have a matching requirement from the City of Fargo.

As the Chairman for the COF ND Cares Program, please contact me directly if you have any questions (701) 241-1388.

Suggested Motion: Move to approve the \$3,000 Grant awarded by the Bob Woodruff Foundation.

GL
Enclosure



BOB WOODRUFF Investing in the Next FOUNDATION Chapter for Our Veterans

Dear Mr. Larson,

May 23, 2022

The Bob Woodruff Foundation (BWF) is pleased to provide North Dakota Cares with a targeted award of \$3,000 to support your effort as a BWF local partner responding to the veterans you serve. This award is to serve the veterans, service members, their families, and their caregivers in your catchment area with a maximum benefit of \$300 per household to combat food insecurity or \$1,500 per household for emergency financial assistance. The combined assistance must not exceed \$1,500 per individual household. Funds must be used as described in your approved application with no more than 10% of the awarded amount being used for operational costs in support of implementing the funded initiative or program. Funds may not be allocated towards expenditures preceding the date of this letter. This BWF funding is made possible by Craig Newmark Philanthropies (CNP).

Please review the information in this agreement, ensure that an authorized signatory of your organization signs a copy of this letter, then upload the document to the [BWF Awardee Portal](#) using your existing credentials no later than May 27, 2022. By doing so, you accept the terms outlined in this agreement and acknowledge that **this letter represents a contract** between the Bob Woodruff Foundation and North Dakota Cares. By accepting this award, each party agrees to indemnify, save and hold harmless the other party and its affiliates, and their respective equity holders, owners, partners, members, directors, managers, officers, employees, consultants, contractors, lenders, advisors, sponsors, volunteers, insurers, agents, attorneys, representatives, successors, and assignees ("Representatives") from and against any and all expenses, damages, claims, suits, actions, judgments, costs and expenses (including reasonable attorneys' fees) caused by or arising out of (i) a breach by the indemnifying party of this Agreement or (ii) any negligence or willful misconduct of the indemnifying party in connection with the performance of its obligations under this Agreement. BWF will issue an award check upon receipt of this letter from an authorized signatory. If you have any questions about this process, please contact [Michelle Doubet](#).

You must expend these funds and complete a report through the [BWF Awardee Portal](#) on or before July 25, 2022. We take this requirement seriously and consider the timeliness and quality of your reports when making subsequent award decisions. Guidance on reporting can be found in Appendix A.

In accepting these funds, you agree to follow and engage with us on social media. Guidance on this engagement can be found in Appendix B. BWF reserves the right to share social media content with BWF funders and other key stakeholders, to include public social media use.

Any use of the Bob Woodruff Foundation name or logo on digital or print materials including, but not limited to, invitations, press release, signage, and collateral, must be approved by BWF in advance of any electronic or print distribution. All requests for approvals must be sent to [Michelle Doubet](#). We require a minimum of one week for approvals; we appreciate any further advance notice. We reserve the right to request the removal of our logo from program or organizational materials at the conclusion of this initiative or program.

Congratulations! BWF takes pride in our partnerships and we only fund programs that we believe will have meaningful outcomes on the lives of impacted service members, veterans, their families, and their caregivers. Thank you for what you do each and every day in support of those we are all honored to serve.

Sincerely,

Anne Marie Dougherty

Chief Executive Officer, Bob Woodruff Foundation

Name: _____ Signature: _____

Title: _____ Date: _____



BOB WOODRUFF Investing in the Next FOUNDATION Chapter for Our Veterans

Appendix A: Reporting Requirements and Deadlines

During your funding, you are required to submit reports through the BWF Awardee Portal. Please review the information below to ensure you are collecting appropriate data to report on the impact of this funding. Please only report on outcomes for individuals who were served by this funding. Please email the Bob Woodruff Foundation with any questions. If you need to adjust your report date, contact BWF at least one week prior to the due date. BWF reserves the right to publicly share the content of these materials with BWF funders or other key stakeholders, unless agreed otherwise.

REPORT DUE DATE: July 25, 2022

Final Report:

1. Confirm that all BWF funding was spent
2. Concise narrative of the program/initiative/effort the BWF funding supported, including any challenges, delays, lessons-learned or improvements you made to the program
3. Participant Demographics
 - a. Number of service members or veterans served
 - b. Number of individuals in the service members' or veterans' household directly served
4. Complete option (a) or option (b), outlined below, to provide an impact story. BWF reserves the right to publicly share this content with BWF funders and other stakeholders.
 - a. If your program provides direct services that are appropriate to feature in a public-facing story, complete this section.**
 - i. Name a veteran, service member, caregiver, or family member that exemplifies the success of your BWF grant.
 - ii. Provide general demographic information and service details for this individual, including service dates, service branch, military occupation, and any other relevant details about their service. If the individual is a caregiver or family member, provide details about their life while their service member/veteran was actively serving.
 - iii. What was this individual's experience transitioning out of the military?
 - iv. How did this individual get connected to your program?
 - v. What was this individual's experience in your program?
 - vi. How did this program impact this individual?
 - vii. Upload a photo and/or video of this individual. Ensure your photos are .jpeg files, and that the videos are .mov or .mp4. Provide photos and videos in the highest resolution possible.
 - b. If featuring an individual participant is not appropriate for a public-facing story, complete this section.**
 - i. Name a staff member who actively contributes toward the goal of this BWF-funded program.
 - ii. Provide a brief bio about this individual, including their connection to the military/veteran community.
 - iii. How has this BWF grant improved this individual's ability to meet the needs of the population this program serves?
 - iv. What accomplishment is this individual most proud of related to their impact on the population this program serves?
 - v. Upload a photo and/or video of this individual, or other program-related visual. Ensure your photos are .jpeg files, and that the videos are .mov or .mp4. Provide photos and videos in the highest resolution possible.



BOB WOODRUFF Investing in the Next FOUNDATION Chapter for Our Veterans

Appendix B: Information Sharing Requirements

Promotional Materials: If you produce any materials associated with the funded program, you must feature the Bob Woodruff Foundation logo (available for download [here](#)). These materials must be approved by BWF in advance of any electronic or print distribution. We require a minimum of one week for approvals; we appreciate any further advance notice.

Website: If applicable, your website should include the BWF logo and the following message: *This program is made possible in part of the Bob Woodruff Foundation, which is dedicated to ensuring that impacted veterans, service members, their families, and their caregivers thrive long after they return home.* We reserve the right to request the removal of our logo from program or organizational materials at the conclusion of the funding period.

Social Media and Network Notification:

1. Please promptly communicate information about your funding via your social networks and email mailing list. Please do not provide the dollar amount of your award in any external announcements.
 - a. Please acknowledge this BWF funding in your social media by tagging @bwforg and @CraigNewmark on Twitter and Instagram, and @BobWoodruffFoundation on Facebook and LinkedIn, using the hashtag #GotYour6 and this language: *We're proud to be a BWF local partner in the #GotYour6 Network. Our thanks to the Bob Woodruff Foundation and Craig Newmark Philanthropies for this funding to help us support service members, veterans, their families, and their caregivers.*
 - b. Local partners are required to follow BWF on Twitter @bwforg and Facebook @BobWoodruffFoundation
 - c. Local partners are required to join and participate on the Bobslist Google Group. Joining is a two-step process:
 - (1) Log into Google using your preferred email address; you don't need to use a Gmail.
 - (2) On the Bobslist page, submit a request to join by "asking to join the group" and entering your local partner name (not the organization for which you work).
 - i. Once your membership is confirmed, you can post two ways:
 - (1) Email the post to bobslist-bobwoodrufffoundation@googlegroups.com
 - (2) Post directly on Bobslist

(16)

MEMORANDUM

TO: CITY COMMISSION

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: MAY 25, 2022

RE: REVIEW PUBLIC ART PROJECT RECOMMENDATIONS

Earlier this Spring, the Arts and Culture Commission and the City Commission approved the Call for Public Art Projects and selection process as part of the Call. Seventeen applications were received.

Since then, we've been working with Reach Partners on the review process. A community of artists, administrators, and educators participated as the Public Art Review Committee chaired by Member Joe Williams. They met to review applications and make recommendations for funding based on scores using the published scoring matrix, the applicant's ability to work independently, the project's viability, and the merit of using public funds to implement or produce the described public art in the City of Fargo.

The committee reviewed 17 applications and categorized recommendations of funding for the projects, which are listed below.

The group recommends the following seven applications to receive funding:

- ND Human Rights Film and Arts Festival
- Downtown Music Mural Peggy Lee
- Madison-Unicorn Neighborhood - Inside Out
- Fargo Juneteenth
- Roger Maris Mural Project
- Midtown Mural featuring artist Anna Johnson
- Skyway Mosaic

The Skyway Mosaic project is recommended for conditional approval related to permitting processes and confirmation of availability of full funding.

The following applications were recommended for funding if funds become available in the future:

- EPIC Group Art Show
- All Nations Community Celebration
- Painted Playground at Madison Neighborhood



The following applications were not recommended for funding at this time:

- Fargo Wings
- Artist Runway
- One Vision
- Maddnellyz Daisy
- Filling the Cup
- Indefinite
- Indian Statue

While the committee reviewed the budgets as a part of the applications, they were not asked to make financial recommendations to the Arts and Culture Commission, leaving that work for staff to follow the City purchase policy.

As part of this year's Call, a special consideration was made for projects that specifically benefit the Madison/Unicorn Neighborhood which focused on topics of community welcoming and belonging. Project applications that fit within this area have the opportunity to be funded through Kresge Foundation grant dollars. Staff is recommending funding four projects through this source of funding: Madison-Unicorn Neighborhood - Inside Out, Fargo Juneteenth, All Nations Community Celebration, and Painted Playground at Madison Neighborhood.

The following chart shows projects recommended for approval and the funding source.

ND Human Rights Film and Arts Festival	Public Art dollars	\$15,000
Downtown Music Mural Peggy Lee	Public Art dollars	\$2,110
Madison-Unicorn Neighborhood - Inside Out	Kresge Grant dollars	\$6,425
Fargo Juneteenth	Kresge Grant dollars	\$12,000
Roger Maris Mural Project	Public Art dollars	\$15,000
Midtown Mural featuring artist Anna Johnson	Public Art dollars	\$15,000
Skyway Mosaic	Public Art dollars	\$7,500
All Nations Community Celebration	Kresge Grant dollars	\$6,500
Painted Playground at Madison Neighborhood	Kresge Grant dollars	\$3,500

At the May 18 Arts and Culture Commission meeting, the Commission recommended approval to the City Commission for funding as noted below. Applications, scorecards, and supporting materials are available for reference in the Planning Department.

Funds for the Public Art dollars were budgeted in the 2022 arts and social service funds and funds from the Kresge Foundation grant dollars that were received in 2018 for neighborhood projects. Public art dollars total \$54,610 and Kresge Grant dollars total \$28,425.

Suggested Motion:

Approve public art funding for the following projects: ND Human Rights Film and Arts Festival; Downtown Music Mural Peggy Lee; Roger Maris Mural Project; Midtown Mural featuring artist Anna Johnson;

Approve public art funding for the Skyway Mosaic project based on permitting processes and available funding; and

Approve Kresge Foundation funding for the Madison-Unicorn Neighborhood - Inside Out, All Nations Community Celebration, Fargo Juneteenth, and Painted Playground at Madison Neighborhood projects.

May 24, 2022

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Extension of unpaid leave for Tracy Zabloutney through 9/23/22

Commissioners:

Tracy Zabloutney, Arborist Supervisor, is requesting an extension of unpaid leave through September 23, 2022 under City of Fargo Employment Policy 500-008 – Leave Without Pay.

I am requesting approval to extend the unpaid leave through the requested date which will provide a total of 90 days of unpaid leave.

RECOMMENDED MOTION: I/we hereby move to approve the extension of unpaid leave for Tracy Zabloutney under City of Fargo Employment Policy 500-008 – Leave Without Pay.

Respectfully submitted,



Benjamin Dow
Public Works
Operations Director

May 24, 2022

The Honorable Board of City Commissioners
225 4th Street N.
Fargo, ND 58102

Re: 2022 FARGO/CASS COUNTY MOSQUITO CONTROL AGREEMENT

Commissioners:

Enclosed please find the Fargo/Cass Mosquito Control Agreement for the 2022 mosquito season. At this time, the enclosed contract has been fully reviewed and approved by city staff. The Fargo contract costs have remained consistent with the 2021 contract and no changes have been made.

All funding associated with the enclosed agreement has been fully accounted for within the 2022 vector control budget.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Mosquito Control Agreement with Cass County for 2022.

Respectfully submitted,



Ben Dow
Public Works
Operations Director

2022 MOSQUITO CONTROL AGREEMENT
CITY OF FARGO AND CASS COUNTY GOVERNMENT

This is an agreement to formalize the partnership for mosquito control between the City of Fargo and Cass County Government during the 2022 mosquito control season. The agreement is made between the City of Fargo, whose office is located at 200 North 3rd Street, Fargo, North Dakota 58102, hereinafter CITY, and Cass County Government whose office is 211 Ninth Street, Fargo, ND 58018 hereinafter COUNTY.

THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

1. COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2022 season, approximately \$835,500 in Vector Control Mill funds has been designated for the Countywide Vector Program. COUNTY funds will be used within the CITY and in surrounding areas with the objective being to distribute products and services commensurate with the source of revenue.
2. In addition to service provided in paragraph 1, COUNTY will provide services within the CITY for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, spraying mosquitoes in and surrounding Fargo including parks and schools, inspection of public and private property, collection of mosquito traps for population monitoring. The COUNTY Vector Director will provide technical direction and coordination of these activities. The Vector Director will also work in cooperation with CITY officials to provide other technical and administrative assistance as necessary.
3. CITY agrees to provide funding to support the activities referred to in paragraph 2. The total cost for these activities is \$290,000. Estimated start date and end dates for activities is April 15th to October 1st respectively.
4. COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
5. CITY agrees to fund fifty percent (50%) of the activities described in paragraph 4. COUNTY agrees to fund fifty percent (50%) of the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are estimated to not exceed \$40,000.
6. COUNTY will provide monthly statements to CITY of time and materials, and invoice CITY monthly.
7. CITY agrees to fund the cost of city-wide adult mosquito spraying at \$3,000 per full application. Estimate between 5 and 10 applications per season dependent upon conditions. Adult mosquito spraying will be invoiced monthly.
8. If funding needed to maintain activities in paragraph 2 and paragraph 5 is forecasted to exceed \$302,000 COUNTY must provide CITY with written notice requesting contract adjustment 14 days prior to contract funding shortfall. All COUNTY contract adjustments will receive acceptance or rejection through written notice by CITY within 10 days of request. Failure by CITY to respond to COUNTY within 10 days of request will constitute CITY acceptance of contract adjustments.

All requests for contract adjustments shall be submitted to:

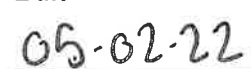
Fargo Public Works
402 23rd Street N.
Fargo, ND 58102

9. If COUNTY fails to comply with paragraph 6, all costs associated with activities outlined in paragraph 2 exceeding contracted dollar amounts will be the sole responsibility of COUNTY to fund.
10. COUNTY will fund up to \$145,000 for aerial spray application or comparable partial applications within the metro area including within CITY limits and surrounding area when determined necessary.
11. CITY agrees to fund any additional costs for aerial spraying above or beyond paragraph 8 when CITY requests the contracted services of an aerial applicator. COUNTY will coordinate the aerial spray operation upon the CITY's approval or after expressed written permission is given by the CITY authorizing the Vector Control Director as its agent to make the determination. Additional funds for an aerial application are available for use in COUNTY at the discretion and authorization of COUNTY.
12. COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any party from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.
13. CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the CITY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

Chair, Cass County Commission



Date



Mayor, City of Fargo

Date

19

May 18, 2022

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: Project SW 22-01

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 18, 2022, for the Cell 20 Construction Project SW 22-01. A detailed bid tabulation sheet is attached for your review. Bid totals are as follow:

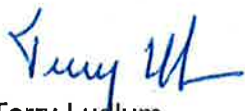
COMPANY	BASE BID AMOUNT	ALTERNATE BID ITEM AMOUNT	TOTAL BID AMOUNT
Burski Excavating, Inc.	\$3,321,831.90	\$100,991.00	\$3,422,822.90
Excavating Inc.	\$3,359,893.81	\$92,265.00	\$3,452,158.81
R.J. Zavoral & Sons Inc.	\$4,361,391.00	\$87,865.00	\$4,449,256.00

Along with Stantec this office recommends award of the contract to Burski Excavating, Inc. in the amount of \$3,321,831.90 as the lowest and best base bid as well as the alternate bid items in the amount of \$100,991 for a total bid amount of \$3,422,822.90. This project has been approved for financing through the North Dakota Clean Water state Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) Program, with loan payments included within the Solid Waste Division Capital Improvement annual budget. Please note that the *Engineer's Estimate* (based on similar recent projects) for this project was \$3,000,000. The bids are currently being reviewed by the North Dakota Department of Environmental Quality (NDDEQ).

SUGGESTED MOTION:

Accept the bid from Burski Excavating, Inc., in the total bid amount of \$3,422,822.90 for the Cell 20 Waste Excavation Project SW 22-01, contingent upon NDDEQ approval.

Respectfully Submitted,



Terry Ludlum
Solid Waste Utility Director



Scott Olson, PE
Solid Waste Utility Engineer

Attachment

cc: Bruce Grubb, City Administrator
Jill Pagel, Auditors Office
Scott Anderson, Landfill Supervisor
Randy Hanson, Stantec



Stantec Consulting Services Inc.
 3303 Fiechtner Drive, Suite 100
 Fargo ND 58103-8726

May 19, 2022

Project 227704764

Terry Ludlum
Solid Waste Utility Director
2301 8th Avenue North
Fargo, North Dakota 58102
 Dear Terry,

Reference: Cell 20 Bid Opening (CWSRF 715-11)

Bids were opened on Wednesday, May 18, 2022, for Cell 20 Construction, project SW 22-01 at the Fargo Landfill. A summary of the bids received include the following:

Company	Base Bid	Alt. Bid	Total Bid
Burski Excavating, Inc.	\$3,321,831.90	\$100,991.00	\$3,422,822.90
Excavating Inc.	\$3,359,893.81	\$92,625.00	\$3,452,518.81
RJ Zavoral & Sons, Inc.	\$4,361,391.00	\$87,865.00	\$4,449,256.00

After completing a review of the detailed bid tabulation and discussions on items included in the bids, Stantec recommends award of the project to Burski Excavating, Inc. of Rice, Minnesota. Burski Excavating provided the lowest bid on the project and we are familiar with work they have completed in the past on landfill related and large excavation projects. We are confident they can complete the project as designed.

If you have any questions or need any additional information, please reach me at randy.hanson@stantec.com or 701.261.3828.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Randy Hanson
 Principal, Senior Project Manager
 Phone: (701) 893-2313
 Mobile: 701-261-3828
randy.hanson@stantec.com

CITY OF FARGO
DIVISION OF SOLID WASTE

Cell 20 Construction
PROJECT SW 22-01

Bids Opened: 11:45 AM
Date: 5/18/22

Engineers Estimate: \$3,000,000

Bid Item			Contractor Burksi Excavating, Inc.			Contractor Excavating, Inc.			Contractor RJ Zavoral & Sons, Inc.		
	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price				
1 Mobilization and Demobilization	1	LS \$ 275,000.00	\$ 275,000.00	\$ 39,700.00	\$ 39,700.00	\$ 200,000.00	\$ 200,000.00				
2 Field Engineering	1	LS \$ 60,000.00	\$ 60,000.00	\$ 32,025.00	\$ 32,025.00	\$ 50,000.00	\$ 50,000.00				
3 Site Preparation	1	LS \$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00	\$ 75,000.00	\$ 75,000.00				
4 Erosion Control	1	LS \$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00				
5 Excavating of Soils and Stockpiling Clay in Landfill East of 45th Street	242,000	CY \$ 2.60	\$ 629,200.00	\$ 3.95	\$ 955,900.00	\$ 3.60	\$ 871,200.00				
6 Excavating of Soils and Stockpiling Clay in Landfill West of 45th Street	60,000	CY \$ 5.40	\$ 324,000.00	\$ 5.05	\$ 303,000.00	\$ 12.50	\$ 750,000.00				
7 Excavation and Relocation of Waste	22,000	CY \$ 4.00	\$ 88,000.00	\$ 4.85	\$ 106,700.00	\$ 4.15	\$ 91,300.00				
8 Exposing of Existing Liner Tie-in	430	LF \$ 30.00	\$ 12,900.00	\$ 13.65	\$ 5,869.50	\$ 40.00	\$ 17,200.00				
9 Leachate Handling	1	LS \$ 20,000.00	\$ 20,000.00	\$ 16,400.00	\$ 16,400.00	\$ 15,000.00	\$ 15,000.00				
10 Controlled Fill	1	LS \$ 3.50	\$ 96,250.00	\$ 5.65	\$ 155,375.00	\$ 5.60	\$ 154,000.00				
11 Clay Subliner	27,500	CY \$ 3.50	\$ 96,250.00	\$ 5.65	\$ 155,375.00	\$ 5.60	\$ 154,000.00				
12 60 Mil HDPE Liner	53,420	SY \$ 2.25	\$ 120,195.00	\$ 1.25	\$ 66,775.00	\$ 2.30	\$ 122,866.00				
13 6-inch HDPE SDR 11 Perforated Pipe	860	SY \$ 8.75	\$ 467,425.00	\$ 7.25	\$ 387,295.00	\$ 7.80	\$ 416,676.00				
14 6-inch HDPE SDR 11 Solid Pipe	150	LF \$ 127.00	\$ 109,220.00	\$ 112.00	\$ 96,320.00	\$ 171.00	\$ 147,060.00				
15 18-inch HDPE SDR 11	150	LF \$ 23.00	\$ 3,450.00	\$ 36.05	\$ 5,407.50	\$ 46.00	\$ 6,900.00				
16 12-inch Granular Drainage Layer	53,420	LF \$ 185.00	\$ 27,750.00	\$ 154.95	\$ 23,242.50	\$ 250.00	\$ 37,500.00				
17 Riser Vault	1	SY \$ 11.10	\$ 592,962.00	\$ 11.45	\$ 611,659.00	\$ 15.00	\$ 801,300.00				
18 Leachate Pumping System	1	EA \$ 70,000.00	\$ 70,000.00	\$ 68,732.50	\$ 68,732.50	\$ 87,000.00	\$ 87,000.00				
19 48-inch Leachate Manhole	3	EA \$ 100,000.00	\$ 100,000.00	\$ 71,450.00	\$ 71,450.00	\$ 88,000.00	\$ 88,000.00				
20 8-inch PVC SDR 26 Sewer Pipe	560	EA \$ 10,925.00	\$ 32,775.00	\$ 8,839.92	\$ 26,519.76	\$ 6,200.00	\$ 18,600.00				
21 8-inch PVC SDR 26 Sewer Pipe HDD	218	LF \$ 42.00	\$ 23,520.00	\$ 58.81	\$ 32,933.60	\$ 47.00	\$ 26,320.00				
22 2-inch HDPE Forcemain SDR 11	105	LF \$ 130.25	\$ 28,394.50	\$ 423.50	\$ 92,323.00	\$ 360.00	\$ 78,480.00				
23 Standard Stormsewer Manhole	2	LF \$ 17.00	\$ 1,785.00	\$ 34.75	\$ 3,648.75	\$ 47.00	\$ 4,935.00				
24 12-inch PVC SDR 35 Culvert (Includes flared ends and gate valve)	236	EA \$ 5,800.00	\$ 11,600.00	\$ 5,400.00	\$ 10,800.00	\$ 4,800.00	\$ 9,600.00				
25 12-inch Corrugated HDPE Culvert	196	LF \$ 185.00	\$ 43,660.00	\$ 173.20	\$ 40,875.20	\$ 215.00	\$ 50,740.00				
26 12-inch RCP Culvert	48	LF \$ 46.00	\$ 9,016.00	\$ 49.00	\$ 9,604.00	\$ 160.00	\$ 31,360.00				
27 Concrete Outfall	1	LF \$ 65.00	\$ 3,120.00	\$ 102.00	\$ 4,896.00	\$ 62.00	\$ 2,976.00				
28 2-inch Conduit Piping	981	LS \$ 2,900.00	\$ 2,900.00	\$ 12,500.00	\$ 12,500.00	\$ 13,000.00	\$ 13,000.00				
29 Turf Restoration	7.9	LF \$ 15.00	\$ 14,715.00	\$ 26.00	\$ 25,506.00	\$ 28.00	\$ 27,468.00				
30 Rip Rap	50	Ac \$ 1,436.00	\$ 11,344.40	\$ 1,435.00	\$ 11,336.50	\$ 1,400.00	\$ 11,060.00				
31 Access Road Construction West and North of Cell 20	1,600	SY \$ 75.00	\$ 3,750.00	\$ 110.00	\$ 5,500.00	\$ 65.00	\$ 3,250.00				
32 Transformer Pad	1	LF \$ 69.00	\$ 110,400.00	\$ 76.25	\$ 122,000.00	\$ 89.50	\$ 143,200.00				
	1	LS \$ 3,500.00	\$ 3,500.00	\$ 1,600.00	\$ 1,600.00	\$ 4,400.00	\$ 4,400.00				
BID TOTAL			\$ 3,321,831.90	\$ 3,359,893.81	\$ 4,361,391.00						
BID Alternates											
33 8-Foot High Chainlink Fence	2,500	LF \$ 34.25	\$ 85,625.00	\$ 31.25	\$ 78,125.00	\$ 29.80	\$ 74,500.00				
34 60-Foot Cantilever Rolling Gate	1	LS \$ 15,366.00	\$ 15,366.00	\$ 14,500.00	\$ 14,500.00	\$ 13,365.00	\$ 13,365.00				
BID TOTAL W/ ALTERNATES			\$ 3,422,822.90	\$ 3,452,518.81	\$ 4,449,256.00						

(20)

May 23, 2022

Honorable Board of City Commissioners
City of Fargo
215 4th Street North
Fargo, ND 58102

RE: Solid Waste Management Agreement with Northland Roll-off.

Dear Commissioners:

Attached for your approval is a Solid Waste Management Agreement between the City of Fargo and Northland Roll-off, Inc. The Agreement outlines the provisions of being a Private Hauler within the City of Fargo and governs the collection and delivery of waste generated within the City. The agreement also outlines the approved billing procedures, and provides a detailed list of waste that is prohibited at the Fargo Landfill Facility.

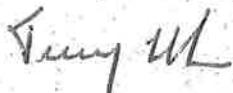
Prior to the Agreement application process, the applicant did meet the Waste Hauler provisions of the North Dakota Department of Environmental Quality and the Commercial Hauler permit provision by the City of Fargo Auditor's Office. The Agreement shall have an initial term of ten years, renewable for an additional period of ten years by mutual agreement.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION

Approve The Solid Waste Management Agreement between the City of Fargo and Northland Roll-off Inc. effective June 1st, 2022.

Respectfully Submitted,



Terry Ludlum
Solid Waste Utility Director

cc: Scott Anderson, Landfill Supervisor



**SOLID WASTE MANAGEMENT AGREEMENT
FOR PRIVATE HAULERS IN THE CITY OF FARGO**

PARTIES

THIS AGREEMENT is entered into this 1st day of June, 2022, by and between the CITY OF FARGO (A City), a political subdivision of the State of North Dakota and NORTHLAND Roll-off, (A Private Hauler), collectively referred to as the parties.

RECITALS:

WHEREAS, the Solid Waste Management Rules of North Dakota, NDCC Chapter 23-29 and NDAC Article 33-20, as amended require the City to establish a solid waste management program; and

WHEREAS, the City wishes to assure the protection of the environment and protect against environmental liability by insuring the proper operation of the program and solid waste facilities for its citizens; and

WHEREAS, the North Dakota legislature has established reduction goals in an effort to reduce the waste stream volumes entering municipal solid waste (MSW) landfills; and

WHEREAS, it is the desire of the City to reduce the volume of solid waste generated in the City by ensuring that the fees charged for solid waste disposal better reflect the true long term costs of waste disposal, and to reuse or recycle certain components of such solid waste to the maximum extent appropriate; and

WHEREAS, the City is operating a MSW landfill and related recycling programs for the purpose of (1) disposal of residential, commercial and industrial solid waste, and (2) diverting certain wastes for recycling purposes; and

WHEREAS, the City finds that the most effective means to protect residents and businesses of the City of Fargo from liability under state and federal environmental statutes is to ensure that solid waste generated in the City comes under the control of the City, and is disposed of in an appropriate location, including, without limitation, in the City-supervised and operated MSW landfill; and

WHEREAS, the Private Hauler is in the business of collecting solid waste in the City and desires to voluntarily enter into this Solid Waste Management Agreement governing its collection of solid waste generated within the City; and

WHEREAS, entering into this Agreement will be mutually beneficial to both the Private Hauler and the City; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, and in order to permit the City to accomplish the goals and objectives set out in the Rules, it is agreed to by the parties hereto as follows:

**ARTICLE I
DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION**

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise;

Acceptable Waste means materials generally referred to as residential, commercial, or industrial waste as defined in Article 13-0501 of the Fargo Municipal Code, which have traditionally been disposed of in a solid waste landfill, consistent with City solid waste ordinances and which are not prohibited wastes.

Agreement means this Solid Waste Management Agreement, as it may hereafter be amended or supplemented.

Generators means the residential, commercial and industrial generators within the City of Fargo.

Landfill means the City of Fargo Municipal Solid Waste Landfill.

Private Hauler means any person or entity, including the Private Hauler, licensed to collect or transport waste from residential, commercial, or industrial property.

Prohibited Waste means Prohibited Waste as defined in Exhibit A hereto.

Self-Hauler means a person or entity who transports municipal waste generated by that person or entity or another person or entity without compensation.

Solid Waste Ordinances means the ordinances found in Article 13-05 of the Fargo Municipal Code adopted by the City and amended from time to time.

Tipping Fee is the charge for the use of the Landfill for the disposal of Acceptable Waste as set by City of Fargo Solid Waste Ordinances.

Unforeseen Circumstance means any act, event or condition that has had, or will have a material adverse effect on the rights or obligations of the Private Hauler or the City under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

- (a) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

- (b) The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit license, consent, authorization or approval essential to the operation of the Landfill; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith or any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action of inaction of such party; and
- (c) The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Landfill site which are required for and essential to the operation of the Landfill.

Waste means all waste as defined in Article 13-1501 of the Fargo Municipal Code delivered or caused to be delivered to the Landfill.

Section 1.2. References. All references in this Agreement to designated Articles, Sections and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as executed. The words herein, hereof, hereunder and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

Section 1.3. Other References. The terms defined in Section 1.1 include the plural as well the singular, and the use of any gender refers to all genders. All accounting terms are in accordance with generally accepted accounting principles. All computations provided for herein shall be made in accordance with generally accepted accounting principles.

Section 1.4. Representations by the Private Hauler. The Private Hauler makes the following representations as the basis of its covenants herein:

- (1) The Private Hauler, if a corporation, is duly incorporated, and is in good standing under the laws of the State of North Dakota, has power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement.
- (2) The Private Hauler, if a partnership, is a validly formed and existing partnership, has power to enter into this Agreement and by proper action of the partnership has authorized the execution and delivery of this Agreement.
- (3) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Private Hauler, if it is a corporation, or of the partnership agreement, if the Private Hauler is a partnership, or of any restriction or of any agreement or instrument to which the Private Hauler is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Private Hauler contrary to the terms of any instrument or agreement.

- (4) The Private Hauler is duly licensed to collect Waste within the City; the Private Hauler has obtained all requisite approvals of the State of North Dakota and other federal, state, regional and local government bodies for the collection of the Waste it collects.
- (5) The Private Hauler has or will obtain all equipment and personnel necessary to fulfill its obligation under this Agreement and will maintain all accounting and billing systems necessary to fulfill its obligations under this agreement and applicable ordinances, and will, further, fully comply with all applicable licenses, permits, laws or ordinances.
- (6) The Private Hauler is able to deliver to the Landfill all Acceptable Waste collected by it from all of its present and future customers in the City in accordance with the terms of this Agreement.
- (7) To the extent that the Private Hauler with regard to Section 3.6 is the legal successor to prior commercial Haulers, the Private Hauler has obtained the irrevocable right to fully and unconditionally release claims against the City on their behalf.
- (8) The Private Hauler understands that this Agreement does not include, and does not apply to, the collection of Waste generated outside the geographic boundaries of the City of Fargo, except as expressly provided herein.

Section 1.5 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Prohibited Waste

Exhibit B: City of Fargo Waste Management Credit Policy

The City may from time to time during the term of this Agreement amend or modify the provisions of these exhibits, subject to advance notice to and input from the Private Haulers.

ARTICLE II DELIVERY OF WASTE

Section 2.1. Private Hauler Status, Collection and Billing Procedures. Execution of this Agreement by the City constitutes the substitute contract waiver of the limitation on private haulers as set forth in Article 13 of the City's ordinance providing for organized collection. As such, the agreement entitles the Private Hauler to continue to provide collection and hauling services, and bill directly, to all customers currently being serviced by the Private Hauler at the time of the execution of this agreement, and compete for new or additional accounts and customers so long as the Private Hauler is in compliance with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement, the City retains the absolute right to provide waste collection and disposal services exclusively to all residential accounts. In addition, the City may provide service directly to those commercial accounts it obtains as part of its own proprietary commercial hauling operations provided directly by the City, or by contracting with a private hauler.

Section 2.2. Collection and Delivery of Acceptable Waste. The Private Hauler hereby agrees to collect and promptly deliver to the City at the Landfill, in accordance with the terms of this Agreement and with such collection and delivery procedures as the City may from time to time prescribe, commencing on the effective date of this Agreement and continuing thereafter during the term of this Agreement, the total quantity of Acceptable Waste generated in the City of Fargo collected by the Private Hauler, subject to the terms and conditions of this Agreement.

Section 2.3. Delivery of Prohibited Waste. The Private Hauler agrees to use its best efforts to deliver only Acceptable Waste to the Landfill. The City shall not be required to accept any Waste which does not constitute Acceptable Waste. The City shall have the right, but not obligation, to inspect all vehicles delivering Waste to the Landfill. No inspection by the City shall limit the obligation of the Private Hauler to deliver only Acceptable Waste to the Landfill. If the City in the exercise of its reasonable judgement determines that a vehicle contains any Prohibited Waste, as defined in Exhibit A, the City may reject the entire delivery and the Private Hauler shall forthwith remove such entire delivery from the Landfill for disposal at a specified Facility. All costs of such removal and disposal shall be borne by the Contact Hauler. In addition, a sum equal to the disposal fee provided in Section 2.6 and as adjusted, together with all costs including special handling fees if applicable, incurred by the City, shall be charged to the Contact Hauler for each ton of Waste delivered by the Private Hauler and rejected by the City.

The Private Hauler shall have the sole responsibility to remove from the Landfill, Prohibited Waste it has delivered and pay the resulting cost, notwithstanding any prior acceptance of such Waste as Acceptable Waste by the City. Such removal shall be accomplished promptly after notice, verbal or written, is received by the Private Hauler from the City that any Waste previously delivered by the Private Hauler is Prohibited Waste. In the event the Private Hauler refuses to or unreasonable delays its removal of Prohibited Waste, (i.e. delays by more than 24 hours), the City may remove and dispose of the Prohibited Waste and charge the costs of such removal and disposal to the Private Hauler on the next monthly invoice to the Private Hauler.

Section 2.4. Delivery Conditions. The Private Hauler agrees that all Acceptable Waste shall be delivered in accordance with the following terms and conditions:

- (a) Hours and Days of Delivery. The City, unless it notifies the Private Hauler otherwise, shall accept deliveries from the Private Hauler during the operating hours as posted at the Landfill.
- (b) Final Disposal Location. Once annually, during the term of this agreement, the Private Hauler shall inform each customer in writing of the final disposal location(s) of the Solid Waste collected from the customer. The Private Hauler shall make the same report in writing to The City of Fargo.

- (c) Origin of Waste. The Private Hauler, acting through its drivers, shall state the origin by municipality of collected Waste on the Landfill scale ticket at time of delivery to the Landfill.
- (d) Commingling of Waste: The Private Hauler, acting through its drivers, shall not commingle Waste generated inside the geographic boundaries of the City of Fargo with waste generated outside the geographic boundaries of the City of Fargo, unless and until a separate contract agreement for the outside waste has been entered into between the Private Hauler and the City of Fargo.
- (e) Differential Tipping Fees: The Private Hauler understands that the City reserves all rights to charge a different tipping fee at the Landfill for the disposal of Waste generated outside the geographic boundaries of the City of Fargo than for Waste generated inside the geographic boundaries of the City of Fargo.
- (f) Transportation to Landfill. The Private Hauler shall be solely responsible for the provision, at its expense, of all personnel and equipment necessary to transport all Waste to be delivered under this Agreement and to deliver the same to the Landfill in accordance with such regulations relating to the manner of delivery as the City may from time to time establish.
- (g) Equipment. All equipment used by the Private Hauler for collection and transportation of Waste for delivery pursuant to this Agreement shall be licensed pursuant to and comply with all ordinances and regulations which may from time to time be enacted with respect thereto, and shall comply with such equipment specifications as may be established by the City or other regulatory agencies. The City may reject any delivery of Waste delivered by equipment in violation of this paragraph. In the event of such a rejection, a sum equal to the special handling fee, if applicable, as adjusted shall be charged to the Private Hauler for each ton of Waste, or part thereof, delivered by the Private Hauler and rejected. The Private Hauler shall maintain with the City such information concerning equipment of the Private Hauler as may be requested from time to time by the City.
- (h) Landfill Rules. The Private Hauler will comply with all reasonable rules and regulations posted at the Landfill.

Section 2.5. Tipping Fee Remittance. The tonnage of Waste hereunder shall be determined as provided in section 2.7. The Tipping Fees remitted by the Private Hauler to the City for each ton of Waste delivered to the Landfill shall comply with Section 4.5.

Section 2.6. Monthly Statements; Payments. The City shall, within ten (10) days following the last day of each month subsequent to the effective date of this Agreement and within ten (10) days following the expiration of the term or termination of this Agreement, submit to the Private Hauler a statement of the total tonnage of Acceptable Waste delivered to the Landfill during the preceding month or other applicable period and the amount which the Private Hauler is required to remit to the City pursuant to this Agreement. The charge for each month during the term of the Agreement shall be computed on the basis of the tipping fees as noted in Section 4.5. The City of Fargo reserves the right to audit the

accounts receivable and other records of the Private Hauler as necessary to verify the accuracy of the accounts receivable and other records of the Private Hauler. City staff or appointed representatives will perform the audit at no cost to the Private Hauler except in the event where material discrepancies and/or violations are noted or the Private Hauler's records are incomplete or incorrect, the City may calculate the correct remittances due the City and charge the cost of necessary work to the Private Hauler. Remittances for each month's deliveries shall be paid according to the City of Fargo's Waste Management Credit Policy as set out in Exhibit B. Such audit shall be subject to the applicable laws of the State of North Dakota.

Section 2.7. Weighing at Facility. The City shall maintain at the landfill certified truck-weighing scales operated by a scale operator. The tonnage of Acceptable Waste delivered at the Landfill shall be determined by the deduction of the tare weight of the vehicle from the total loaded weight of the vehicle. The tare weight of the vehicle is determined after the contents of each vehicle load is disposed of at the Landfill. The City or Private Hauler shall have the right at any time to reweigh any vehicle. The City shall provide to the driver of each vehicle making a delivery to the Landfill a receipt signed by the scale operator, which shall also be signed by the driver of the vehicle, setting forth the gross weight, tare weight, date, time, truck identification, total tonnage and origin of Acceptable Waste determined to have been delivered to the Landfill by such Vehicle. Whenever any Waste is not accepted, the outgoing vehicle shall be weighed and receipted in a like manner. All such receipts shall be prepared in triplicate, with the City retaining one copy or a suitable machine record. Such receipts shall be used by the City, as the basis for determining the remittances required by Section 2.6 and Section 2.7. The Private Hauler through its authorized representatives, shall have the right from time to time to audit, at the Private Hauler's sole cost, the weight records of the Landfill, provided such audits are made at reasonable times and upon prior written notice and in accordance with applicable laws of the State of North Dakota and do not in any way interfere with the orderly operation of the Landfill.

ARTICLE III COVENANTS OF THE PRIVATE HAULER

Section 3.1. Indemnification. The Private Hauler shall take all precautions necessary to protect the public against injury and shall defend, indemnify and save the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the Private Hauler, its agents, employees, or independent contractors, while engaged in the performance of this Agreement including, but not limited to damages and claims of damages caused by hot loads delivered by the Private Hauler, fires caused by hot loads after delivery, driver-caused damage to any part of the Landfill and the cost of clean up of Waste contaminated by the Private Hauler, and against any and all claims, liens and claims of liens for labor performed or material or services furnished or subcontracted for by the Private Hauler with or without authorization of the City. The Contact Hauler shall also defend, indemnify and save the City harmless from and against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses of the City), causes of action, suits, claims, demands and judgements of any nature arising from violation of any representation, agreement, warranty, covenant or condition of this Agreement. The City shall indemnify the Private Hauler for any damages, including costs of defense, for the negligence of itself, its employees or agents arising from the violation of any representation, agreement, warranty, covenant or condition of this Agreement.

Section 3.2. Insurance. The Private Hauler shall obtain and furnish to the City evidence of all insurance required under City of Fargo Solid Waste Ordinances, covering all vehicles to be used and all operations to be performed by the Private Hauler, its subcontractors and independent contractors in performing this Agreement. Such insurance may be provided by the Private Hauler and separately by the individual subcontractors and independent contractors; or, in the alternative, the Private Hauler may furnish evidence of such insurance covering itself as well as all of its subcontractors and independent contractors as additional insureds. The Private Hauler shall ensure that the City of Fargo is included as an additional insured in all policies required under this Section.

Section 3.3. Nondiscrimination. The Private Hauler agrees that it shall not, within the State of North Dakota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or sex, and will include a provision prohibiting such discrimination in all subcontracts entered into for the performance hereof.

Section 3.4. Notice of Default. The parties will give to the other prompt notice of any condition or event that constitutes an Event of Default.

Section 3.6. Continuing Existence and Qualification. The Private Hauler will remain duly qualified to do business in the State of North Dakota and licensed to operate as a Private Hauler in the City of Fargo.

Section 3.6. Waiver of Liability and Covenant Not to Sue. The Private Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of City ordinances, resolutions, policies, contracts, or other actions controlling or attempting to control, the collection, disposal or other handling of Waste. The waiver specifically extends to any predecessor individuals, partnerships, corporations or other entities, of the Private Hauler. The Private Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any City ordinance related thereto is unconstitutional or illegal and should any other individual establish such in any court of law that the Private Hauler will not claim any damages.

Section 3.7. Charge for Collection. The Private Hauler agrees to charge for collection of Waste based upon the usual industry standards.

Section 3.8. Independent Contractor. The Private Hauler shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Private Hauler as the agent, representative, or employee of the City of Fargo for any purpose or in any manner whatsoever. The Private Hauler is to be and shall remain an independent contractor with respect to all the services performed under this Agreement. The Private Hauler represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Private Hauler or other persons while engaged in the performance of any work or services required by the Private Hauler under this Agreement shall have no contractual relationship with the City of Fargo, and shall not be considered employees of the City of Fargo. Any and all claims that may or might arise under Chapter 52-01, et seq., N.D.C.C.

of the State of North Dakota on behalf of said personnel, arising out of employment or alleged employment, including without limitation, claims of discrimination against the Private Hauler, its officers, agents, contractors, or employees, shall in no way be the responsibility of the City of Fargo. The Private Hauler shall defend, indemnify, and hold the City of Fargo, its officers, agents, and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever, from the City of Fargo, including, without limitation, tenure rights, hospital and medical care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay, and PERA.

ARTICLE IV COVENANTS OF CITY

Section 4.1. City's Duty to Accept Waste. For the term of this Agreement, the City shall accept from the Private Hauler all Acceptable Waste delivered by the Private Hauler to the Landfill or to such other location as the City shall specify, in accordance with the terms of this Agreement.

Section 4.2. Failure to Accept Waste at Landfill. If at any time the City is unable to receive all or any part of the Private Hauler's Acceptable Waste at the Landfill for any reason, then the City shall verbally notify the Private Hauler's truck operator or dispatcher and any other responsible party designated by the Private Hauler for notification, such notification to be followed by written confirmation to the Private Hauler. The City shall also station an individual or post a sign during normal waste receiving hours to notify truck operators of the suspension of operations. The Private Hauler shall be authorized to haul the waste to any State approved waste processing or disposal facility, as determined by the City of Fargo Solid Waste Operations Manager. All costs of such transportation and disposal shall be borne by the Private Hauler. The City shall give at least 48 hours verbal notice to the Private Hauler when operations at the Landfill will resume. If such 48-hour notice is given, then the Private Hauler shall deliver waste to the Landfill in accordance with this Agreement when operations resume. If such advance notice is not given, then the Private Hauler shall begin delivery of Waste to the Landfill within 48 hours of having received notice from the City.

Section 4.3. Proper Disposal of Waste. The City shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Agreement and all applicable laws and regulations.

Section 4.4. Enforcement of Similar Agreements and Solid Waste Ordinances. The City shall exercise its best efforts to enforce all similar agreements and related Solid Waste Ordinances. The City agrees that it will not extend preferential rates or privileges to any individual Private Hauler, unless such rates or privileges are offered to all Private Haulers. However, the City may continue preferential rates to single-family residential accounts. The City reserves the right to enter into similar contracts with other Private Haulers, waste generators or governmental bodies with the same rates and privileges.

Section 4.5. Establishment of Tipping Fees. The City agrees to establish the following Tipping Fees effective JANUARY 1, 20 20:

\$ 46⁰⁰ per ton - Fargo Waste / P/SW # 41⁰⁰ per ton - INHANT WASTE

The City reserves the right to adjust the Tipping Fees subject to the following:

- (1) Public notice of the intent to adjust the Tipping Fee will be given and a public hearing of the City Commission will be held on the adjustment;
- (2) Any increase in the Tipping Fee will be based on and directly related to increased capital or operational costs of the Solid Waste Division, including any increase in maintenance costs in addition to the anticipated costs, or decreased revenue from the operation of the Landfill; and
- (3) No such adjustment will be made during the first 3 years after the effective date of this Agreement. Thereafter, adjustments shall be made not more than once annually and shall also be reflected in the City's commercial fee matrix.

In addition to the Tipping Fees, the Private Hauler will pay all applicable taxes and other fees established by the State of North Dakota or other governmental body other than the City.

Section 4.6. No Waiver of Immunity: Nothing in this Agreement shall constitute a waiver or diminution by the City of Fargo of any immunities or statutory limitations on liability.

ARTICLE V EVENTS OF DEFAULT REMEDIES

Section 5.1. Events of Default. Any of the following events shall constitute an Event of Default:

- (a) The failure to delivery any Acceptable Waste as required by Section 2.1; or
- (b) If the Private Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law, [or makes any general assignment for the benefit of its creditors without complying with the provisions in Section 6.4 regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Private Hauler which prevents or impairs the Private Hauler's ability to perform all terms and conditions of this Agreement; or

- (c) The failure to perform or observe any other of the covenants, agreements or conditions on the part of the Private Hauler or the City in this Agreement, including the failure to make punctual payment of any amounts due pursuant to Section 2.5, and such default shall have continued for a period of fifteen (15) days after written notice thereof given by the other party to defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting party.

Section 5.2. Other Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. In addition, upon the occurrence of an Event of Default, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party. The City retains the right to enforce against the Private Hauler all applicable ordinances, regulations, statutes or permits.

Section 5.3. Manner of Exercise. Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law or in equity or by statute.

ARTICLE VI GENERAL TERMS

Section 6.1. Terms and Termination. This Agreement shall become effective on JUNE 1, 2022, if and only if on or before that date the City has given the Private Hauler notice that contracts identical to this Agreement (except with regard to the name of the Private Hauler) have been executed by a sufficient number of Private Haulers to justify the waiver from the organized collection provisions, such justification to be in the sole and complete discretion of the City. If such notice is not given on or before JUNE 1, 2022, this Agreement shall be null and void. The Agreement shall have an initial term of ten years from JUNE 1, 2022, renewable for an additional period of 10 years by mutual agreement of the parties provided that the Private Hauler shall provide final, binding notice of intent to renew no later than May 1, 2031, provided City has given notice of the same 30 days prior thereto.

This Agreement shall also terminate:

- (a) If the City permanently ceases the operation of its Landfill; or
- (b) If this Agreement is terminated by the non-defaulting party after an Event of Default, as provided in Section 5.1; or
- (c) If the City lawfully terminates its solid waste management program; or
- (d) By mutual agreement of the parties.

Section 6.2. Private Hauler's Obligations Unconditional. Without limiting any of the other provisions of this Agreement, all obligations of the Private Hauler to make Tipping Fee remittances and other payments due to the City under this Agreement shall be absolute and unconditional, and the Private Hauler shall not be entitled to any abatement, diminution, set off, abrogation, waiver or modification thereof, nor to any termination of this Agreement by any reason whatsoever, except as expressly provided herein, regardless of any rights of set off recoupment or counterclaim that the Private Hauler might otherwise claim against the City or any other party or parties and regardless of any contingency, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place before, during or after the effective date of this Agreement, except during the pendency of an Unforeseen Circumstance.

Section 6.3. Disposal of Waste other than for Private Hauler. The Private Hauler recognizes that the Landfill will be operated for the purpose of receiving Waste from a number of sources. The Private Hauler agrees that the City shall have the right to accept Waste at the Landfill delivered by joint powers, authorities or public agencies, municipal or other private corporations, individuals or partnerships, and other Private Haulers. The City may accept Waste on a first come first served basis, and set tipping fees for waste received from non-Private Haulers in any manner it deems appropriate. The Private Hauler agrees that the City shall not be liable to the Private Hauler for any costs or expenses incurred by the Private Hauler in connection with delivery of Waste to the Landfill whether such costs or expenses are attributed to waiting time, temporary shutdown of the Landfill or any other cause whatsoever.

Section 6.4. Successors and Assignment. This Agreement shall be binding upon any successor or assignee of the Private Hauler and the Private Hauler agrees that any transfer of assignment by any means or in any manner of any right, title or interest in the business of Private Hauler will provide that the transferee or assignee agrees to be bound by this Agreement. The transfer or assignment of the rights and/or obligations of the Private Hauler under this Agreement shall be effective upon (i) written acknowledgment to the City by the transferee or assignee that the transferee or assignee is bound by all the terms and conditions of this Agreement, and (ii) the issuance of a Private Hauler license by the City to the transferee or assignee. A Private Hauler license is not transferable. Transferees or assignees must apply for a Private Hauler license to do business in the City of Fargo.

Section 6.5. Voluntary Agreement. The parties hereto have voluntarily entered into this Agreement because of the mutual benefits to be derived by each.

Section 6.6. Relationship of the Parties. Except as provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. This Agreement does not create any fiduciary relationship between the parties or any relationship of employer-employee.

Section 6.7. Representatives. The authorized representative of the City for purposes of this Agreement shall be the City of Fargo Solid Waste Operations Manager.

The authorized representative of the Private Hauler for purposes of this Agreement shall be: BRAYDON KRUGER. Either party may change its representative upon five (5) days written notice to the other party.

Section 6.8. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other party by hand to such party's designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage paid, and addressed as follows:

If to the City: Operations Manager
 City of Fargo
 Solid Waste Division
 2301 8th Avenue North
 Fargo ND 58102

If to a Private Hauler: NORTHDAK Roll-off
 3138 BURRITT ST. S.
 FARGO, ND 58104

or to such other addresses as either party hereto may, from time to time, designate in writing by notice to the other party.

Section 6.9. Entire and Complete Agreement. This Agreement constitutes the entire and complete Agreement of the parties, exclusive of all prior or contemporaneous understandings, arrangements and commitments, all of such, whether oral or written, having been merged herein.

Section 6.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or enforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6.11. Applicable Law. The laws of the State of North Dakota shall govern the validity, interpretation construction and performance of this Agreement. Nothing in this Agreement shall be deemed to relieve the Private Hauler of any obligation under the Rules, the Solid Waste Ordinances or any other law.

Section 6.12. Unforeseen Circumstance. The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF FARGO, NORTH DAKOTA
A municipal corporation

By _____
Its Mayor

Attest:

City Auditor

Approved as to form and execution.

City Attorney

Date:

PRIVATE HAULER:

Northland Roll-off, LLC
By Braydon Kugel [Signature]
Owner Site Manager

EXHIBIT A
Fargo Landfill Facility
Prohibited Waste

1. **Hazardous Waste**
(other than normal household quantities)
Including:
 - a. Ignitables (solvents, fuels, paints, etc.)
 - b. Corrosives (acids and alkalis)
 - c. Reactives (hypochlorites - swimming pool chemicals, cyanides, etc.)
 - d. Toxicity Characteristic wastes
 - e. Other listed hazardous wastes
2. **Industrial Waste**
(Nonhazardous waste generated by industrial or manufacturing processes)
MSW Landfills may accept an amount of up to ten percent of the total weight of MSW received per month if the industrial waste is identified in the industrial waste management procedures contained in the approved operating plan.
3. **Lead Acid Batteries**
4. **Liquids**
(other than normal household quantities)
5. **Animal Manure**
6. **Septic Tank Pumpings**
7. **Tires**
8. **Major Appliances**
(refrigerators, washers, etc.)
9. **Municipal Waste Incinerator Ash**
10. **Pesticide Containers**
(other than normal household quantities or triple rinsed and punctured)
11. **PCB Waste and PCB Oils**
(transformers and capacitors)
12. **Sludges**
(raw or digested sewage sludges, lime sludges, grit chamber cleanings bar screenings, oil sludges and other sludges unless approved by the NDDH)
13. **Regulated Infectious**
(other than normal household quantities)
MSW landfills may accept regulated infectious waste from hospitals, nursing homes, etc. If incinerated or autoclaved and sharps rendered "non-sharp" with NDDH approval.

- 14. Waste Oil**
- 15. Special Waste**
(nonhazardous solid wastes generated by energy conversion facilities; crude oil and natural gas exploration and production; mineral and ore mining; beneficiation and extraction; and surface coal mine operations)
- 16. Other Waste**
(toxic or adverse characteristics potentially impacting public health or environmental resources)

EXHIBIT B
City of Fargo
Waste Management Credit Policy

PURPOSE:

It is a financial policy of the City to selectively use available capital in a way that will best serve our taxpayer=s interest. We feel we do this best by using our money to provide efficient services to the taxpayers, rather than using it to finance customer accounts receivable beyond regular terms or accounts that are uncollectible.

To protect the taxpayer=s best interest, the Board of Commissioners has adopted a general credit policy; and individual division policies where necessary. The following guidelines apply to all services provided by the Division of Solid Waste:

Interest:

Interest will be charged to all accounts over 30 days at the annual rate equal to 1.5% per month or 18% per annum. Periodically the interest rate will be reviewed to ensure that is not too high or too low.

Past due accounts:

Past due accounts will be pursued by the Division or designated individual as approved by the Commission. If a receivable is determined to be uncollectible, it may be written off as follows:

- a. A/R Supervisor has authority to write off accounts that have been through the collections policy for amounts up to \$1,000 per account.
- b. Director of Finance approves write offs from \$1,000 to \$5,000.
- c. Amounts greater than \$5,000 to be approved by the Finance Committee

Effective date of Commission Action: May 1, 2004 Changes effective: Same

2/a

May 26, 2022

Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

Subject: Advertisement for Bid – Project WA2152 – Lime Softening Basin Rehabilitation

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA2152: LSWTP Softening Basin Rehab. A draft bid advertisement is attached. The project will include the following major components:

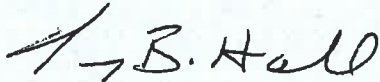
- Sand blast, metal repairs of corroded surfaces, and recoating of softening basin components
- Improvement of safety features for maintenance personnel
- Installation of new mixer drive units
- Replacement of water collection launders and rake assemblies with stainless steel

This project is funded through a low-interest State Revolving Fund (SRF) loan with the State of North Dakota. The softening basins are a very critical process in the 1997 Lime Softening Water Treatment Plant (LSWTP). This project will rehabilitate equipment that has been in operation since 1997 and will improve worker safety during future annual maintenance of the softening basins.

A project goal is to complete this work next winter since all softening trains need to be operational during summer operations (high water demand period). Bid advertisement is expected to begin in June, 2022. Due to long equipment lead times, some equipment is recommended to be ordered ahead of bidding.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2152, Lime Softening Basin Rehabilitation.

SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

FARGO LSWTP PRIMARY SOFTENING REHAB

City of Fargo Project No. WA2152

NOTICE IS HEREBY GIVEN, that the City of Fargo, North Dakota, City Auditor will receive sealed Bids at the Auditor's Office until **Bid Opening Date at the hour of Bid Time local time**, for the purpose of furnishing all materials, labor, equipment, and skill required for the construction of the Fargo LSWTP Primary Softening Rehab, and incidental items, for said City, as is more fully described and set forth in the Plans and Specifications which are now on file in the office of the City Engineering Department. Bids shall be either mailed to the City Auditor, City of Fargo, Bid Address, Fargo, North Dakota 58102, or delivered to the blue, outside drop box located on the north side of City Hall (same address as mailing address). Bids will be opened and read aloud at approximately **Bid Reading Time** in the Engineering Conference Room in **the Engineering Conference Room in Fargo City Hall**. The public is encouraged to view the bid opening from their computer, tablet, or smartphone by using the following link: www.fargobidopenings.com.

The Work is comprised of one (1) Contract: Contract No. 1 – General Construction. Individual Bids will be received for such Contract. The Work for this Contract is generally described as follows:

Contract No. 1: General Construction:

Work generally consists of improvements to the three (3) primary softening basins including: removal and replacement of rake arms, towers, and launders; replacement of basin drives; replacement of turbine drums; modifications to the basin turbine to allow for the installation of an access hatch; and stripping, repairing, and painting the wetted parts of the basins. Note: Two (2) of the existing basin drives will be sent to manufacturer for rehabilitation.

All bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. Also refer to Section 00 21 13 - Instructions to Bidders for preparation of bid information.

All Bids shall be prepared according to the Instructions to Bidders contained within the Project Manual. Each Bid shall be accompanied **by a separate envelope** containing a Bid Security in the form of a Bidder's Bond executed by the Bidder as principal and by a surety company authorized to do business in the State of North Dakota, payable to the City of Fargo, in a sum equal to five percent (5%) of the full amount of the Bid. A certified check in lieu of a surety company in the amount of 5% of the total project cost will not be accepted. This is to serve as a guarantee that the successful Bidder will enter into a Contract within fifteen (15) days of Notice of Award, in accordance with the terms of the principal's Bid and Contractor's Bond as required by law and regulations and determinations of City of Fargo for the performances of such Work. Only Bids that are accompanied by such a Bond will be considered.

Contracts shall be awarded on the basis of the low Bid submitted by a qualified, responsible, and responsive Bidder deemed most favorable to the Owner's interest.

The City of Fargo reserves the right to reject any and all Bids, to waive any informality in any Bid, to hold all Bids for a period not to exceed forty-five (45) days from the date of opening Bids.

All Work shall be performed in accordance with the Bidding Documents on file in the Office of City of Fargo, ND where they may be seen and examined. Bidders must be licensed for the full amount of the Bid as required by North Dakota Century Code 43-07-05. Each Bid shall contain a copy of the Contractor's license or certificate of renewal thereof issued by the Secretary of State in the outside envelope. All Bids must be submitted on the Bid Form furnished by the Engineer. No Bid will be read or considered that does not fully comply with the above provisions and other provisions contained within the Bidding Documents, and any deficient Bid submitted will be returned to the Bidder unopened.

Bidders on this Work will be required to comply with the Presidential Executive Order No. 11246, as amended. The requirements for Bidders and Contractors under this order include **EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION REQUIREMENTS, DAVIS-BACON WAGE RATE REQUIREMENTS, AND AMERICAN IRON AND STEEL (AIS) REQUIREMENTS** as explained in the Specifications.

All Bids shall be contained in a sealed envelope plainly marked showing that such envelope contains a Bid for the Project. In addition, the Bidder shall place upon the exterior of such envelope the following information:

1. Project Name and Work covered by the Bidder (General).
2. The name of the Bidder.
3. Acknowledgement of all Addenda.
4. Separate envelope containing documentation as noted in Section 00 21 13 - Instructions to Bidders.

Complete digital project Bidding Documents are available at www.questcdn.com. You may download the digital plan documents for Thirty Dollars (\$30.00) by inputting Quest project # 8201291 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

Copies of the Bidding Documents may also be seen and examined at the office of the Engineer, **Advanced Engineering and Environmental Services, LLC**, 4170 28th Avenue South, Fargo, ND 58104. The Bidding Documents are available in the form of printed plans and specifications and/or PDF flash drives from Advanced Engineering and Environmental Services, LLC. The costs are \$40.00 for flash drives and \$300.00 for printed documents, for each set of Documents obtained. Payment for Bidding Documents is **NON-REFUNDABLE**. All Work shall be done according to the Bidding Documents. Bidding Documents may also be examined at the offices of AE2S in Bismarck, Grand Forks, and Williston, ND; Maple Grove, MN, and Builders' exchanges in Grand Forks, Bismarck, Minot, Grand Forks, and Fargo, ND, in Rapid City, SD, and in Minneapolis, MN.

The work for each contract must be completed no later than the following:

Milestone Completion Date:

May 1, 2023

Final Completion:

December 31, 2023

All Bids will be made on the basis of cash payment for such work. After Bid opening, the Owner will return Bid security of all except the three lowest responsible Bidders. When the Contract is awarded, the remaining unsuccessful Bidder's Bonds will be returned. The Owner reserves the right to reject any or all Bids, and further reserves the right to award the Contract in the best interests of the Owner. The Owner reserves the right to hold the three (3) low Bids for a period of forty-five (45) days after the date of the Bid opening to complete financial arrangements.

Dated this **Bid Advertisement Date**.

By: /s/ Steve Sprague, City Auditor

Fargo, North Dakota

END OF SECTION

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May 26, 2022

Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

Subject: Advertisement for Bid – Project WA2255 – LSWTP Filter Rehabilitation

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of Project WA2255: LSWTP Filter Rehabilitation. The project will include the following major components:

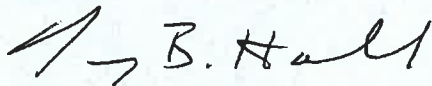
- Replacement of anthracite coal filter media (25 years old) with Granular Activated Carbon (GAC)
- Replace filter underdrain system to lower profile and allow for additional GAC media height
- Address corrosion issues with some filter components

The new GAC media will be a more current design and provide several benefits that anthracite coal does not provide. Water Utility staff has worked with regulators over the past few years to gain approval to change the filter media to GAC. Due to long lead time for delivery upon order, the GAC media and underdrain system are recommended to be ordered ahead of project bidding. The overall project bid will likely take place this summer.

The filter rehabilitation project is in the 20-year Capital Improvement Plan (CIP) and financial model. The project will be funded through a low-interest State Revolving Fund (SRF) loan that has already been approved.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of Project WA2255, LSWTP Filter Rehabilitation.

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May 25, 2022

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-22-F1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 25, 2022, for New Utility and Paving Construction, Improvement District No. BN-22-F1, located at the District of Fargo Fourth Addition.

The bids were as follows:

Dirt Dynamics	\$1,738,419.74
Northern Improvement	\$1,830,115.00
Master Construction	\$1,882,455.00
Dakota Underground Company	\$2,159,336.06
Engineer's Estimate	\$1,542,697.00

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of \$1,738,419.74 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-22-F1****New Utility and Paving Construction**

The District of Fargo Fourth Addition

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New Utility and Paving Construction Improvement District # BN-22-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
55th Avenue					
1	F&I Fittings C153 Ductile Iron	LB	58.00	\$ 8.60	\$ 498.80
2	F&I Hydrant	EA	1.00	\$ 5,600.00	\$ 5,600.00
3	Salvage Hydrant	EA	1.00	\$ 600.00	\$ 600.00
4	Plug Pipe 12" Dia	EA	1.00	\$ 1,100.00	\$ 1,100.00
5	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	5.00	\$ 34.00	\$ 170.00
6	F&I Gate Valve 6" Dia	EA	1.00	\$ 1,900.00	\$ 1,900.00
7	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	\$ 3,300.00	\$ 3,300.00
8	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	\$ 3,100.00	\$ 6,200.00
9	Remove Inlet	EA	1.00	\$ 350.00	\$ 350.00
10	Connect Pipe to Exist Structure	EA	1.00	\$ 850.00	\$ 850.00
11	F&I Pipe 15" Dia	LF	101.00	\$ 59.00	\$ 5,959.00
12	Topsoil - Import	CY	600.00	\$ 12.00	\$ 7,200.00
13	Site Grading	SY	1402.00	\$ 2.00	\$ 2,804.00
14	F&I Curb & Gutter Standard (Type II)	LF	82.00	\$ 68.00	\$ 5,576.00
15	Remove Pavement 10" Thick Conc	SY	1282.00	\$ 12.00	\$ 15,384.00
16	Remove Sidewalk All Thicknesses All Types	SY	120.00	\$ 9.00	\$ 1,080.00
17	F&I Casting - Inlet	EA	2.00	\$ 570.00	\$ 1,140.00
18	Mulching Type 2 Straw	SY	2450.00	\$ 0.14	\$ 343.00
19	Seeding Type B	SY	2450.00	\$ 0.43	\$ 1,053.50
20	Inlet Protection - New Inlet	EA	2.00	\$ 200.00	\$ 400.00
21	Remove Street Light	EA	2.00	\$ 750.00	\$ 1,500.00
22	Remove Base	EA	2.00	\$ 500.00	\$ 1,000.00
55th Avenue Total					\$ 64,008.30
Sanitary Sewer					
23	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1566.00	\$ 1.00	\$ 1,566.00
24	F&I Manhole GB	EA	12.00	\$ 4,500.00	\$ 54,000.00
25	F&I Manhole 4' Dia Reinf Conc	EA	12.00	\$ 6,400.00	\$ 76,800.00
26	Connect Pipe to Exist Structure	EA	2.00	\$ 3,000.00	\$ 6,000.00
27	Bore Pipe SDR 26 - 12" Dia PVC	LF	105.00	\$ 176.00	\$ 18,480.00
28	F&I Pipe SDR 26 - 6" Dia PVC	LF	270.00	\$ 30.00	\$ 8,100.00
29	F&I Pipe SDR 26 - 8" Dia PVC	LF	250.00	\$ 46.00	\$ 11,500.00
30	F&I Pipe SDR 35 - 12" Dia PVC	LF	1374.00	\$ 60.00	\$ 82,440.00


31	Connect Sewer Service	EA	5.00	\$	620.00	\$	3,100.00
32	F&I Pipe SDR 35 - 10" Dia PVC	LF	332.00	\$	51.00	\$	16,932.00
33	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	45.00	\$	130.00	\$	5,850.00
Sanitary Sewer Total						\$	284,768.00
Water Main							
34	F&I Fittings C153 Ductile Iron	LB	1693.00	\$	8.00	\$	13,544.00
35	F&I Hydrant	EA	5.00	\$	5,650.00	\$	28,250.00
36	Connect Pipe to Exist Pipe	EA	2.00	\$	3,050.00	\$	6,100.00
37	F&I Pipe C900 DR 18 - 4" Dia PVC	LF	80.00	\$	30.00	\$	2,400.00
38	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	33.00	\$	33.00	\$	1,089.00
39	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	80.00	\$	49.00	\$	3,920.00
40	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1773.00	\$	79.00	\$	140,067.00
41	F&I Gate Valve 4" Dia	EA	1.00	\$	1,500.00	\$	1,500.00
42	F&I Gate Valve 6" Dia	EA	5.00	\$	1,900.00	\$	9,500.00
43	F&I Gate Valve 8" Dia	EA	1.00	\$	2,500.00	\$	2,500.00
44	F&I Gate Valve 12" Dia	EA	4.00	\$	4,300.00	\$	17,200.00
Water Main Total						\$	226,070.00
Storm Sewer							
45	Temp Pumping	LS	1.00	\$	2,500.00	\$	2,500.00
46	F&I Manhole 5' Dia Reinf Conc	EA	2.00	\$	6,210.00	\$	12,420.00
47	F&I Manhole 6' Dia Reinf Conc	EA	8.00	\$	8,100.00	\$	64,800.00
48	F&I Manhole 7' Dia Reinf Conc	EA	1.00	\$	12,700.00	\$	12,700.00
49	F&I Manhole Type E Reinf Conc	EA	1.00	\$	22,240.00	\$	22,240.00
50	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	8.00	\$	4,100.00	\$	32,800.00
51	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	\$	3,310.00	\$	6,620.00
52	F&I Pipe 18" Dia	LF	109.00	\$	66.00	\$	7,194.00
53	F&I Pipe 21" Dia	LF	262.00	\$	80.00	\$	20,960.00
54	F&I Pipe 24" Dia	LF	17.00	\$	89.00	\$	1,513.00
55	F&I Pipe 27" Dia	LF	267.00	\$	116.00	\$	30,972.00
56	F&I Pipe 36" Dia	LF	378.00	\$	175.00	\$	66,150.00
57	F&I Pipe 42" Dia	LF	289.00	\$	247.00	\$	71,383.00
58	F&I Pipe 42" Dia Reinf Conc	LF	173.00	\$	247.00	\$	42,731.00
59	F&I Pipe 12" Dia Polypropylene	LF	80.00	\$	47.00	\$	3,760.00
60	F&I Pipe 15" Dia Polypropylene	LF	40.00	\$	60.00	\$	2,400.00
61	F&I Pipe 18" Dia Polypropylene	LF	80.00	\$	72.00	\$	5,760.00
62	F&I Pipe 24" Dia Polypropylene	LF	80.00	\$	107.00	\$	8,560.00
63	F&I Pipe w/GB 18" Dia Reinf Conc	LF	31.00	\$	87.00	\$	2,697.00
64	F&I Pipe w/GB 21" Dia Reinf Conc	LF	62.00	\$	101.00	\$	6,262.00
65	F&I Pipe w/GB 24" Dia Reinf Conc	LF	62.00	\$	115.00	\$	7,130.00
66	F&I Rip Rap Rock	CY	30.00	\$	79.00	\$	2,370.00
67	F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	\$	5,688.00	\$	5,688.00
Storm Sewer Total						\$	439,610.00
Paving							
68	Topsoil - Strip	CY	6322.00	\$	4.00	\$	25,288.00
69	Excavation	CY	4242.00	\$	4.00	\$	16,968.00

70	Subcut	CY	2245.00	\$	2.50	\$	5,612.50
71	Subgrade Preparation	SY	6735.00	\$	2.00	\$	13,470.00
72	F&I Woven Geotextile	SY	6735.00	\$	2.00	\$	13,470.00
73	F&I Class 5 Agg - 8" Thick	SY	6735.00	\$	11.00	\$	74,085.00
74	F&I Edge Drain 4" Dia PVC	LF	3475.00	\$	14.50	\$	50,387.50
75	Remove Integral Curb & Gutter	LF	75.00	\$	8.00	\$	600.00
76	F&I Curb & Gutter Standard (Type II)	LF	3475.00	\$	26.00	\$	90,350.00
77	Rem & Repl Curb & Gutter	LF	15.00	\$	71.00	\$	1,065.00
78	F&I Pavement 7" Thick Reinf Conc	SY	157.00	\$	94.50	\$	14,836.50
79	F&I Pavement 9" Thick Reinf Conc	SY	84.00	\$	147.00	\$	12,348.00
80	F&I Sidewalk 4" Thick Reinf Conc	SY	51.00	\$	94.50	\$	4,819.50
81	F&I Sidewalk 6" Thick Reinf Conc	SY	43.00	\$	110.00	\$	4,730.00
82	F&I Det Warn Panels Cast Iron	SF	32.00	\$	52.00	\$	1,664.00
83	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2550.00	\$	103.00	\$	262,650.00
84	Casting to Grade - Blvd	EA	12.00	\$	250.00	\$	3,000.00
85	Casting to Grade - no Conc	EA	25.00	\$	400.00	\$	10,000.00
86	GV Box to Grade - Blvd	EA	12.00	\$	200.00	\$	2,400.00
87	Mulching Type 1 Hydro	SY	7400.00	\$	0.50	\$	3,700.00
88	Seeding Type C	SY	7400.00	\$	0.43	\$	3,182.00
89	Rem & Repl Pavement 10" Thick Reinf Conc	SY	85.00	\$	193.00	\$	16,405.00
90	Traffic Control - Type 1	LS	1.00	\$	2,872.00	\$	2,872.00
Paving Total							\$ 633,903.00
Signing							
91	F&I Sign Assembly	EA	4.00	\$	105.00	\$	420.00
92	F&I Sign Assembly & Anchor	EA	4.00	\$	105.00	\$	420.00
93	F&I Diamond Grade Cubed	SF	30.10	\$	23.10	\$	695.31
94	F&I High Intensity Prismatic	SF	11.50	\$	19.95	\$	229.43
Signing Total							\$ 1,764.74
Street Lights							
95	F&I Base 5' Deep Reinf Conc	EA	3.00	\$	788.00	\$	2,364.00
96	F&I Base 6' Deep Reinf Conc	EA	8.00	\$	840.00	\$	6,720.00
97	F&I Conductor #6 USE Cu	LF	5265.00	\$	2.10	\$	11,056.50
98	F&I Innerduct 1.5" Dia	LF	1694.00	\$	6.30	\$	10,672.20
99	F&I Luminaire Type A	EA	8.00	\$	435.00	\$	3,480.00
100	F&I Luminaire Type B	EA	3.00	\$	315.00	\$	945.00
101	F&I Light Standard Type A	EA	8.00	\$	3,869.00	\$	30,952.00
102	F&I Light Standard Type B	EA	3.00	\$	2,898.00	\$	8,694.00
Street Lights Total							\$ 74,883.70
Erosion Control							
103	Mulching Type 2 Straw	SY	14000.00	\$	0.08	\$	1,120.00
104	Seeding Type C	SY	7000.00	\$	0.42	\$	2,940.00
105	Stormwater Management	LS	1.00	\$	2,000.00	\$	2,000.00
106	Temp Construction Entrance	EA	2.00	\$	1,550.00	\$	3,100.00
107	Sediment Control Log 6" to 8" Dia	LF	60.00	\$	4.20	\$	252.00
108	Inlet Protection - New Inlet	EA	12.00	\$	200.00	\$	2,400.00

109 Inlet Protection - Existing Inlet	EA	8.00	\$	200.00	\$	1,600.00
Erosion Control Total:					\$	13,412.00
Total Construction in \$					\$	1,738,419.74
Engineering		10.00%	\$			173,841.97
Legal & Misc		3.00%	\$			52,152.59
Contingency		5.00%	\$			86,920.99
Administration		4.00%	\$			69,536.79
Interest		4.00%	\$			69,536.79
Total Estimated Costs					\$	2,190,408.87
Special Assessments					\$	2,109,758.41
Sales Tax Funds - Infrastructure - 420					\$	80,650.46
Unfunded Costs					\$	-

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 5/25/2022



 Tom Knakmuhs
 Assistant City Engineer

